

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

NATHANIEL MORRIS, JR.,	:	
	:	
Plaintiff.	:	
	:	
v.	:	Civil Action No. 06-290-SLR
	:	
KENT GENERAL HOSPITAL,	:	
	:	
Defendant.	:	

**APPENDIX TO THE OPENING BRIEF IN SUPPORT
OF DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

Dated: July 2, 2007

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Dated: July 2, 2007

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In the Matter Of:

Morris

V.

Bayhealth Medical Center

C.A. # 06-290 SLR

Transcript of:

Nathaniel Morris, Jr.

June 4, 2007

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

NATHANIEL MORRIS, JR.,)	
)	
Plaintiff,)	
)	
v.)	Civil Action
)	Number 06-290 (SLR)
BAYHEALTH MEDICAL)	
CENTER,)	TRIAL BY JURY
)	DEMANDED
Defendant.)	

Deposition of NATHANIEL MORRIS, JR., taken pursuant to notice at the law offices of Stevens & Lee, 1105 North Market Street, Wilmington, Delaware, beginning at 10:31 a.m., on Monday, June 4, 2007, before Julie H. Parrack, Registered Merit Reporter, Certified Realtime Reporter and Notary Public.

APPEARANCES:

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On behalf of Plaintiff

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ALSO PRESENT: JEFFREY M. LEWIN
Director, Human Resources, Bayhealth

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1 NATHANIEL MORRIS, JR., 2 the deponent herein, having first been duly 3 sworn on oath, was examined and testified as 4 follows: 5 MR. WARD: And we'll go with the usual 6 stipulations? 7 MR. NOLTE: What are they? 8 MR. WARD: Okay, basically all objections 9 except as to the form of the question reserved until 10 trial. 11 MR. NOLTE: We don't do that in Delaware. 12 MR. WARD: Oh, you don't do that? 13 MR. NOLTE: No, just typically just note 14 objection as to form on the record. 15 MR. WARD: Okay, fair enough. I would 16 like Mr. Morris to read and sign. 17 MR. NOLTE: That's my option, not his. 18 MR. WARD: Don't do that either? 19 MR. NOLTE: No. 20 MR. WARD: Okay, fine. 21 BY MR. WARD: 22 Q. Mr. Morris, my name is John Ward. I am an 23 attorney with the law firm of Stevens & Lee. We 24 represent Bayhealth Medical Center in the employment	1 you a series of questions. I'd like you to listen to 2 my questions and answer them to the best of your 3 ability. If I ask you a question that you're not 4 clear on, that you're not really sure what I'm asking, 5 just simply let me know that you don't understand the 6 question and I'll either rephrase the question so it's 7 more easily understood or I'll ask you a different 8 question. 9 A. All right, sir. 10 Q. Okay? 11 A. Yes, sir. 12 Q. All right. And if you answer my question, I 13 will assume that you understood it. Is that clear? 14 A. Yes, sir. 15 Q. And if you don't understand my question, I'm 16 going to assume that you didn't understand it and I'll 17 ask you a different question, okay? 18 A. Yes, sir. 19 Q. Now, as you can see, your testimony and my 20 questions are both being taken down by the court 21 reporter. And it's important that you answer 22 questions verbally as opposed to with a physical 23 gesture or using sounds like uh-uh or um-hum so she 24 can take down your responses. So, in other words, you
3	5
1 discrimination lawsuit that you filed against 2 Bayhealth in the Federal District Court in the 3 District of Delaware. 4 We're here to take your deposition today. 5 The purpose of a deposition is to discover information 6 that's relevant to your claims or Bayhealth defenses 7 in this lawsuit. 8 And as you know, the court reporter has 9 just administered an oath to you. Although this is an 10 informal setting, as opposed to being in a courtroom, 11 it's important that you understand that the deposition 12 testimony that you give is still subject to the same 13 oath, the same penalties that would apply if you were 14 testifying in court. Do you understand that? 15 A. Yes, I do. 16 Q. And the purpose of the deposition today is to 17 obtain truthful and accurate answers to the questions 18 that I ask you. If at any point during the deposition 19 you think of something that's relevant to one of my 20 previous questions, information that would be 21 responsive to that question, then please feel free to 22 advise me of that and give me that information, okay? 23 A. Yes. 24 Q. All right. Now, today I'm going to be asking	1 would want to say yes or no as opposed to um-hum or 2 uh-uh. 3 And the court reporter would have a 4 difficult time taking down your testimony and my 5 questions if we both speak at the same time. So what 6 I'd ask you to do is even if you think you know what 7 I'm going to ask you, please just wait until I finish 8 the question before you give your answer. Okay? 9 A. Okay. 10 Q. And in the same regard, I won't speak while 11 you're talking. 12 And if you need to take a break at any 13 point in time today, just let me know and we'll take a 14 break, okay? 15 A. Yes, sir. 16 Q. Now, is there anything about your physical, 17 mental or emotional health that would interfere with 18 your ability to testify truthfully today? 19 A. No, sir. 20 Q. Have you consumed any drugs within the last 24 21 hours? 22 A. No, sir. 23 Q. How about any alcohol? 24 A. No, sir.

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6	<p>1 Q. Now, if I ask you a question that requires you</p> <p>2 to give an estimate or a recollection that may not be</p> <p>3 crystal clear to you today, we would ask that you</p> <p>4 provide us with whatever your recollections on that</p> <p>5 subject might be. Okay?</p> <p>6 A. Yes, sir.</p> <p>7 Q. And you understand that it would be an</p> <p>8 untruthful response to say that you don't recall if</p> <p>9 you in fact do recall, correct?</p> <p>10 A. Yes, sir.</p> <p>11 Q. Do you have any questions before we proceed?</p> <p>12 A. No, sir.</p> <p>13 Q. Where do you currently reside, Mr. Morris?</p> <p>14 A. Dover.</p> <p>15 Q. How long have you lived in Dover?</p> <p>16 A. I've lived in Dover 24 years.</p> <p>17 Q. And what is your date of birth?</p> <p>18 A. October 24 of 1958.</p> <p>19 Q. Have you ever given a deposition prior to</p> <p>20 today?</p> <p>21 A. No, sir.</p> <p>22 Q. Are you currently employed?</p> <p>23 A. Yes, sir.</p> <p>24 Q. Who is your employer?</p>	8
7	<p>1 A. Wal-Mart.</p> <p>2 Q. I'm sorry?</p> <p>3 A. Wal-Mart.</p> <p>4 Q. Wal-Mart? What's your position with Wal-Mart?</p> <p>5 A. I work in receiving department, distribution</p> <p>6 center.</p> <p>7 Q. And which Wal-Mart store do you work at?</p> <p>8 A. It's 7034 Smyrna, Delaware.</p> <p>9 Q. How did you prepare for this deposition?</p> <p>10 A. How did I prepare for it?</p> <p>11 Q. Yes.</p> <p>12 A. Just tried to go back and remember the things</p> <p>13 that occurred to this situation.</p> <p>14 Q. Did you review any documents at all in</p> <p>15 preparation for your deposition?</p> <p>16 A. I read over the, my report that I had written</p> <p>17 to myself.</p> <p>18 Q. The report that you had written to yourself?</p> <p>19 A. Well, it's a document that I wrote about this</p> <p>20 situation that happened to me. You don't understand?</p> <p>21 Q. Did you give a copy of that document to your</p> <p>22 attorney?</p> <p>23 A. Sure, sure. He has a copy.</p> <p>24 MR. WARD: Did we receive that in response</p>	9
6	<p>1 to a document request? I don't recall having seen</p> <p>2 such a document.</p> <p>3 MR. NOLTE: I don't know if you have the</p> <p>4 Department of Labor file or not, but what he's talking</p> <p>5 about is a document dated January 16, 2006 that he</p> <p>6 supplied to the department as part of their</p> <p>7 investigation. I can certainly provide you with a</p> <p>8 copy.</p> <p>9 MR. WARD: I'd appreciate that.</p> <p>10 MR. NOLTE: If you want to make copies,</p> <p>11 that's fine.</p> <p>12 (A brief recess was taken.)</p> <p>13 BY MR. WARD:</p> <p>14 Q. Mr. Morris, other than the document that your</p> <p>15 attorney has just given me, did you review any other</p> <p>16 documents in preparation for your deposition?</p> <p>17 A. No, sir.</p> <p>18 Q. You began your employment with Bayhealth</p> <p>19 Medical Center effective November 11, 2000, correct?</p> <p>20 A. Correct.</p> <p>21 MR. WARD: Would you please mark this</p> <p>22 document as Morris 1.</p> <p>23 (Morris Exhibit No. 1 was marked for</p> <p>24 identification.)</p>	8

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10	<p>1 correct?</p> <p>2 A. Yes.</p> <p>3 Q. So you were scheduled for 40 hours a week,</p> <p>4 right?</p> <p>5 A. Yes.</p> <p>6 Q. And you were eligible for overtime, right?</p> <p>7 A. Yes.</p> <p>8 Q. And in fact, you did work a number of overtime</p> <p>9 shifts, didn't you?</p> <p>10 A. Yes.</p> <p>11 Q. And you received time and a half for all hours</p> <p>12 that you worked in excess of 40 per week, right?</p> <p>13 A. Yes.</p> <p>14 Q. Now, you also received annual merit increases</p> <p>15 throughout your employment, correct?</p> <p>16 A. Annual?</p> <p>17 Q. Merit increases, in other words, a raise?</p> <p>18 A. Yes, yes.</p> <p>19 Q. And if you turn to page 2 of Morris 1, that</p> <p>20 shows four merit increases, doesn't it?</p> <p>21 A. Yes, I see four merit increases, yes.</p> <p>22 Q. You don't have any reason to believe that the</p> <p>23 information on page 2 of Morris 1 is inaccurate in any</p> <p>24 way, correct?</p>	12
11	<p>1 A. Could you repeat your question?</p> <p>2 Q. Do you have any reason to believe that the</p> <p>3 information on page 2 of Morris 1 is inaccurate?</p> <p>4 MR. NOLTE: As to his merit increases?</p> <p>5 Q. As to the merit increases and the amounts of</p> <p>6 the merit increases.</p> <p>7 A. Well, really, I don't understand how to read,</p> <p>8 read the increase, I guess I don't.</p> <p>9 Q. Okay, well let's look at the one on the top.</p> <p>10 That appears to be dated May 2nd, 2004, correct?</p> <p>11 A. Yes.</p> <p>12 Q. And it's listed as a merit increase, correct?</p> <p>13 A. Yes.</p> <p>14 Q. If you look at the right side of the document,</p> <p>15 it shows your previous pay as \$10.66 an hour, correct?</p> <p>16 A. Yes.</p> <p>17 Q. And it shows your new pay as \$11.03 per hour,</p> <p>18 correct?</p> <p>19 A. Yes.</p> <p>20 Q. So what that shows is that you received a merit</p> <p>21 increase from \$10.66 to \$11.03, correct?</p> <p>22 A. Okay, all right. Yes.</p> <p>23 Q. And that would be the same for the, same</p> <p>24 analysis for each of the other three merit increases</p>	13
	<p>1 on this document, correct?</p> <p>2 A. Yes.</p> <p>3 Q. So let me ask you again. Do you have any</p> <p>4 reason to believe that the amounts that are stated on</p> <p>5 this document for your merit increases are incorrect?</p> <p>6 A. They seem to be accurate.</p> <p>7 MR. NOLTE: And just for purposes of the</p> <p>8 record, the second page of Morris 1 appears to show</p> <p>9 six different changes in his pay scale, although four</p> <p>10 of them are marked as merit increases, and your</p> <p>11 question has been technically correct. I just don't</p> <p>12 know if that's causing my client confusion in trying</p> <p>13 to follow the question.</p> <p>14 Q. Mr. Morris, I was just asking you about the</p> <p>15 four changes that are listed on page 2 of Morris 1</p> <p>16 that are marked as merit increases. I wasn't asking</p> <p>17 you about the other three changes. Understand that?</p> <p>18 A. That's the four merit increases.</p> <p>19 Q. Right.</p> <p>20 A. Okay.</p> <p>21 Q. Okay. Now, your employment with Bayhealth when</p> <p>22 you were first hired was contingent on a number of</p> <p>23 checks and clearances, correct?</p> <p>24 A. Could you repeat that?</p>	

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14	16
1 A. Yes, yes.	1 Q. Did you print your name at the top of the
2 Q. And did you at any point in time show a copy of	2 document?
3 your driver's license to anyone at Bayhealth?	3 A. Yes.
4 A. No.	4 Q. And did you sign your name at the bottom of the
5 Q. Now, you were scheduled to attend new employee	5 document?
6 orientation on November 13th of 2000, correct?	6 A. Yes.
7 A. I was scheduled to?	7 Q. And did you write in 11-13-00 next to your
8 Q. Attend new employee orientation on November	8 signature?
9 13th of 2000?	9 A. Yes, I would say I did.
10 A. I can't remember the date, but if that's the	10 Q. And does the document that we've marked as
11 date that you're telling me.	11 Morris 2 accurately list the various topics that were
12 Q. Take a look at the first page of Morris 1 in	12 discussed with you during your general orientation?
13 the center of the document where it says "Orientation	13 A. Yes.
14 Information," and just let me know if that refreshes	14 Q. Now, on May 6, 2001, Bayhealth promoted you to
15 your memory at all?	15 the position of Control Center Operator, correct?
16 A. Okay, I see that. As far as me remembering the	16 A. Once again, with the date, I cannot say I exact
17 exact date for me to sit here and say yes, I cannot	17 remember it, the date. But by the document, okay.
18 say I remember the exact date of the orientation.	18 MR. NOLTE: You're referring to the second
19 Q. Now, you did attend a new employee	19 page of Morris 1?
20 orientation --	20 Q. Mr. Morris, if you go to the second page of
21 A. Sure, I did.	21 Morris 1 and go to the line with the No. 6 --
22 Q. Just let me finish.	22 A. Yes.
23 A. I'm sorry.	23 Q. -- in parentheses next to it --
24 MR. NOLTE: Make sure he finishes his	24 A. Yes.
15	17
1 question because the court reporter is going to get	1 Q. -- that indicates a promotion on May 6, 2001,
2 mad at all of us.	2 correct?
3 THE WITNESS: I'm sorry.	3 A. Yes.
4 Q. You did attend new employee orientation at some	4 Q. Do you have any reason to believe that date is
5 point shortly after you were hired, didn't you?	5 inaccurate?
6 A. Yes.	6 A. No, I have no reason to believe that.
7 Q. And during your orientation you received	7 Q. So it's true, isn't it, that you received a
8 briefings about relevant Bayhealth personnel policies,	8 promotion just about six months after you were hired,
9 human resources topics and that sort of thing,	9 correct?
10 correct?	10 A. Yes.
11 A. Yes.	11 Q. And you held that position until your
12 MR. WARD: Would you please mark this as	12 discharge, right?
13 Morris 2.	13 A. Yes.
14 (Morris Exhibit No. 2 was marked for	14 Q. Your shift was from 3:45 p.m. to 11:45 p.m.,
15 identification.)	15 correct?
16 Q. Mr. Morris, the document we've just marked as	16 A. Yes.
17 Morris 2 is titled "General Orientation Record,"	17 MR. WARD: Please mark this as Morris 3.
18 correct?	18 (Morris Exhibit No. 3 was marked for
19 A. Yes.	19 identification.)
20 Q. And this document is designed to memorialize	20 Q. Mr. Morris, have you ever seen any of the
21 your attendance at your general orientation, correct?	21 documents that we've marked as Morris 3 prior to
22 A. Yes.	22 today?
23 MR. NOLTE: Objection as to form, but he	23 A. I cannot really say that I really remember
24 can answer.	24 seeing it.

5 (Pages 14 to 17)

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18	<p>1 Q. So are you not sure one way or the other?</p> <p>2 A. I'm not sure, no, I'm not. No, I'm not sure</p> <p>3 that I've seen this.</p> <p>4 Q. You received an increase in your pay grade as</p> <p>5 the result of being promoted to control center</p> <p>6 operator, didn't you?</p> <p>7 A. Yes, I did.</p> <p>8 Q. And you received an increase in salary,</p> <p>9 correct?</p> <p>10 A. Yes.</p> <p>11 Q. Now, do you recognize the signature at the</p> <p>12 bottom of the first page of Morris 1 next to the</p> <p>13 heading "Department Head"?</p> <p>14 A. The signature -- are we talking about this</p> <p>15 document here?</p> <p>16 Q. Yes.</p> <p>17 A. The signature next to the letterhead?</p> <p>18 Q. It's under the bold heading "Authorization,"</p> <p>19 and there is a heading to the left that says</p> <p>20 "Department Head."</p> <p>21 A. Right.</p> <p>22 Q. There is a signature there, right?</p> <p>23 A. Yes.</p> <p>24 Q. Do you know whose signature that is?</p>	20	<p>1 that question.</p> <p>2 Q. So you don't know one way or the other whether</p> <p>3 Mr. Lands approved or did not approve your annual</p> <p>4 merit increases, correct?</p> <p>5 A. No, can't say I do.</p> <p>6 Q. But Don Tinnel authorized your annual merit</p> <p>7 increases, correct?</p> <p>8 A. Pretty much, yes, sir.</p> <p>9 Q. And after David Freeman became your supervisor,</p> <p>10 he was the one who authorized any annual merit</p> <p>11 increases you received, correct?</p> <p>12 A. Yes.</p> <p>13 Q. Do you recall when Mr. Freeman became your</p> <p>14 supervisor?</p> <p>15 A. No, not exactly.</p> <p>16 Q. Do you recall the year?</p> <p>17 A. No.</p> <p>18 Q. Now, to the best of your knowledge, Marvin</p> <p>19 Lands was also the individual who ultimately made the</p> <p>20 decision to terminate your employment, correct?</p> <p>21 A. Yes.</p> <p>22 MR. WARD: Please mark this as Morris 4.</p> <p>23 (Morris Exhibit No. 4 was marked for</p> <p>24 identification.)</p>
19	<p>1 A. It look like, it look like it should be Marvin</p> <p>2 Lands'.</p> <p>3 Q. Now, Marvin Lands was the head of Bayhealth</p> <p>4 Department Security, correct?</p> <p>5 A. The director, yes, he was.</p> <p>6 Q. And he was the head of that department during</p> <p>7 the entire period of your employment with Bayhealth,</p> <p>8 wasn't he?</p> <p>9 A. Yes, he was.</p> <p>10 Q. And as department head, Mr. Lands authorized</p> <p>11 your promotion to control center operator just six</p> <p>12 months after you were hired, correct?</p> <p>13 A. Him being the director, if I received</p> <p>14 promotion, I would say that he approved it, yes.</p> <p>15 Q. And Mr. Lands, as director of the security</p> <p>16 department, also authorized your annual merit</p> <p>17 increases, didn't he?</p> <p>18 A. Okay, my supervisor at the time of my hire was</p> <p>19 Tinnel, Don Tinnel. And him being my supervisor,</p> <p>20 pretty much everything that I recall I dealt with Don</p> <p>21 Tinnel. As far as Marvin Lands, because he would take</p> <p>22 the paperwork to Marvin Lands, but as far as me</p> <p>23 dealing with Marvin Lands, and you asked me questions</p> <p>24 about him signing and approving stuff, I cannot answer</p>	21	<p>1 Q. Have you had a chance to look at Morris 4,</p> <p>2 Mr. Morris?</p> <p>3 A. Yes, I looked over it, yes.</p> <p>4 Q. Now, Morris 4 is a position description and</p> <p>5 sample performance review for the position of control</p> <p>6 center operator, correct?</p> <p>7 A. Yes.</p> <p>8 Q. And that's the position you held from May 2001</p> <p>9 through your last day of employment at Bayhealth,</p> <p>10 correct?</p> <p>11 A. Yes.</p> <p>12 Q. Would you agree with me that the section of</p> <p>13 this document on page 1 that is headed "Position</p> <p>14 Summary" accurately summarizes your duties and your</p> <p>15 responsibilities as a control center operator?</p> <p>16 MR. NOLTE: Just put a note on the record</p> <p>17 that I think the document that you're asking</p> <p>18 Mr. Morris to review indicates that it was revised May</p> <p>19 5 of '05, which would have been after the date of his</p> <p>20 termination. But he can answer the questions if he's</p> <p>21 able.</p> <p>22 Q. Mr. Morris, would you like me to restate the</p> <p>23 question?</p> <p>24 A. Yes.</p>

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22	<p>1 Q. Would you agree with me that the section of</p> <p>2 Morris 4 on page 1, top third of the page that is</p> <p>3 titled with the bold, italicized heading "Position</p> <p>4 Summary" accurately summarizes your duties and</p> <p>5 responsibilities as a control center operator?</p> <p>6 A. Yes, pretty much.</p> <p>7 Q. And would you agree with me that the section</p> <p>8 that starts on page 1 and carries over to page 2</p> <p>9 titled "Position Qualifications" accurately states the</p> <p>10 qualifications required to hold the position of</p> <p>11 control center operator?</p> <p>12 A. Okay, I understand you said position</p> <p>13 qualification, it goes over to page 2.</p> <p>14 Q. Right.</p> <p>15 A. And you want me to look at what area?</p> <p>16 Q. Okay, if you'll just look at the boxes under</p> <p>17 the heading "Position Qualifications," would you agree</p> <p>18 with me that the information set forth in those boxes</p> <p>19 accurately states the qualifications necessary to be a</p> <p>20 control center operator?</p> <p>21 A. Okay, I'm reading what it says as far as</p> <p>22 qualifications, I understand what it says.</p> <p>23 Q. Would you agree that those are the</p> <p>24 qualifications that you need to have in order to be a</p>	24	<p>1 operator?</p> <p>2 A. The question I perceived that you asked me was</p> <p>3 do I think that this, these qualifications is</p> <p>4 necessary. That's the way I perceived your question.</p> <p>5 Q. I understand what you're saying. I'm not</p> <p>6 asking you to give your opinion as to whether or not</p> <p>7 these were qualifications that you personally feel</p> <p>8 were necessary.</p> <p>9 A. Okay.</p> <p>10 Q. What I'm really asking is, were these the</p> <p>11 qualifications that Bayhealth felt were necessary to</p> <p>12 hold the position?</p> <p>13 A. Yes, they were.</p> <p>14 Q. Okay. Now, on page 2 of Morris 4, on the</p> <p>15 right-hand side in the second box on the right, it</p> <p>16 lists under the category of "Computer/Software,</p> <p>17 experience with Microsoft Word, Lotus Notes and the</p> <p>18 Delaware Criminal Justice Information</p> <p>19 System (DELJIS)." Correct?</p> <p>20 A. Correct.</p> <p>21 Q. And you could use DELJIS, for example, to run</p> <p>22 plates on a suspicious vehicle in the parking lot,</p> <p>23 correct?</p> <p>24 A. The way I understand it, that that's what you</p>
23	<p>1 control center operator?</p> <p>2 A. Would I agree that they are the qualifications</p> <p>3 that you need? Not necessarily.</p> <p>4 Q. Okay. Which of these qualifications do you</p> <p>5 feel were not necessary to hold the position of</p> <p>6 control center operator?</p> <p>7 A. Well, where it says two years previous law</p> <p>8 enforcement or -- oh, okay. "Must have taken and</p> <p>9 passed the International Association Healthcare</p> <p>10 Security & Safety Basic course," I may not necessarily</p> <p>11 agree with that.</p> <p>12 Q. Well, you were informed, weren't you --</p> <p>13 A. Oh, yes.</p> <p>14 Q. Hang on, let me finish. You were informed,</p> <p>15 weren't you, that you needed to take a basic training</p> <p>16 course that was administered by the International</p> <p>17 Association of Healthcare Security & Safety, correct?</p> <p>18 A. Yes.</p> <p>19 Q. And Mr. Lands informed you of that?</p> <p>20 A. No, Don Tinnel did.</p> <p>21 Q. Don Tinnel did.</p> <p>22 A. Yes.</p> <p>23 Q. So why do you believe that wasn't a</p> <p>24 qualification to hold the position of control center</p>	25	<p>1 could do with that, that's what I was told.</p> <p>2 Q. Now, you weren't required to be a commissioned</p> <p>3 constable in order to be qualified for the position of</p> <p>4 control center operator, correct?</p> <p>5 A. Need you to repeat that, sir.</p> <p>6 Q. You were not required to be a commissioned</p> <p>7 constable in order to hold the position of control</p> <p>8 center operator, correct?</p> <p>9 A. No.</p> <p>10 Q. And in fact, you've never been a constable</p> <p>11 commissioned in the State of Delaware, have you?</p> <p>12 A. No.</p> <p>13 Q. And you never held the position of constable at</p> <p>14 any time during your employment with Bayhealth Medical</p> <p>15 Center, right?</p> <p>16 A. No.</p> <p>17 Q. Never worked any shifts as a constable?</p> <p>18 A. No.</p> <p>19 Q. And there's nothing on this document that we've</p> <p>20 marked as Morris 4 that indicates you needed to be a</p> <p>21 constable, correct?</p> <p>22 A. No, I do not see anything where it called for</p> <p>23 qualification of being a constable to work control,</p> <p>24 no, I did not see anything.</p>

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26	<p>1 Q. Now, directing your attention to page 5 of the</p> <p>2 document we've marked as Morris 4 -- excuse me. Let's</p> <p>3 go to page 6 of Morris 4, specifically "Part VII -</p> <p>4 Position Standards." Do you see where that is on page</p> <p>5 6?</p> <p>6 A. Okay, yes.</p> <p>7 Q. Would you agree that Part VII of Morris 4</p> <p>8 accurately sets forth your various individual duties</p> <p>9 and responsibilities as a control center operator?</p> <p>10 A. So you want me to go over 1 through 5 and give</p> <p>11 you an answer do I feel that the ratings was accurate?</p> <p>12 Q. No, what I want you to do, please, is read</p> <p>13 through numbers 1 through 17 --</p> <p>14 A. Okay.</p> <p>15 Q. -- and just let me know whether you believe the</p> <p>16 duties that are set forth here were the duties that</p> <p>17 you performed as a control center operator?</p> <p>18 A. Yes, I do.</p> <p>19 Q. Mr. Morris, could you please tell me in your</p> <p>20 own words what you did during a typical shift as the</p> <p>21 control center operator, starting with your arrival at</p> <p>22 work?</p> <p>23 A. Well, give you the best that I can recollect.</p> <p>24 As when I arrived to work, I get briefed by the</p>	28	<p>1 two positions, correct?</p> <p>2 A. Well, that would be correct. I'm trying to</p> <p>3 think when did that -- I was trying to think what year</p> <p>4 that the constables actually started. Because the</p> <p>5 question you just asked me pertaining to the</p> <p>6 constables, they had different, different obligations</p> <p>7 than just a regular security officer. So --</p> <p>8 Q. That was a different position entirely than a</p> <p>9 security officer, correct?</p> <p>10 A. Yes. They actually went to school for a</p> <p>11 certain time and then came back and worked under that,</p> <p>12 worked under that title as constable. So what their</p> <p>13 protocol was to certain things, I may not have been</p> <p>14 aware of, of just being a regular security</p> <p>15 officer/control officer.</p> <p>16 MR. WARD: I'd like to mark this document</p> <p>17 as Morris 5.</p> <p>18 (Morris Exhibit No. 5 was marked for</p> <p>19 identification.)</p> <p>20 Q. Mr. Morris, I understand that you never held</p> <p>21 the position of constable, but based on your own</p> <p>22 personal knowledge, do you believe that the document</p> <p>23 we've marked as Morris 5 accurately states the</p> <p>24 responsibilities of the position of constable?</p>
27	<p>1 off-going control officer of what's been going on</p> <p>2 throughout the day. After that, after he leave, I</p> <p>3 fill in my logbook, find out what officers is working</p> <p>4 where so I know how to log it in my computer log that</p> <p>5 we keep throughout the night. Check the cameras and</p> <p>6 make sure that they're not locked in one position when</p> <p>7 they should be rotating. And any other duties that</p> <p>8 the, that the manager may give me prior to him leaving</p> <p>9 between 4 and 5:00.</p> <p>10 Q. Now, one of the things that you did was to</p> <p>11 monitor the television screens that are at the control</p> <p>12 center, correct?</p> <p>13 A. Yes.</p> <p>14 Q. And if you saw something that you thought</p> <p>15 needed attention on one of those screens, you could</p> <p>16 then direct either a security officer or a constable</p> <p>17 to go to that scene, correct?</p> <p>18 A. Yes.</p> <p>19 Q. So one of your duties was to direct and</p> <p>20 coordinate the activities of both the security</p> <p>21 officers and the constables, right?</p> <p>22 A. Yes.</p> <p>23 Q. And in order to do that, you needed to be</p> <p>24 familiar with the duties and responsibilities of those</p>	29	<p>1 A. Well, I would have to read over this whole</p> <p>2 document, sir, to answer that question.</p> <p>3 Q. Why don't we, to save time, just concentrate on</p> <p>4 the section on page 1 that's marked "Position</p> <p>5 Summary."</p> <p>6 A. Okay.</p> <p>7 Q. Would you agree that the section that is titled</p> <p>8 "Position Summary" actually summarizes the duties and</p> <p>9 responsibilities of the position of constable?</p> <p>10 MR. NOLTE: Objection as to form, but he</p> <p>11 can answer.</p> <p>12 A. I'm not sure.</p> <p>13 Q. So you're not sure one way or the other?</p> <p>14 A. From what I'm reading and what I recall that</p> <p>15 the constables done, I can agree with the position</p> <p>16 summary.</p> <p>17 Q. Is there any duty mentioned in the paragraph</p> <p>18 marked "Position Summary" that you believe constables</p> <p>19 did not perform?</p> <p>20 A. On Bayhealth property you're talking about?</p> <p>21 Q. Correct.</p> <p>22 A. No.</p> <p>23 Q. Mr. Morris, if you'll turn to page 2 of Morris</p> <p>24 5, in the upper right-hand corner of page 2 it</p>

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30	<p>1 indicates that in order to be a constable for</p> <p>2 Bayhealth, you must be a commissioned constable,</p> <p>3 correct?</p> <p>4 MR. NOLTE: Objection as to form, but if</p> <p>5 he can answer.</p> <p>6 A. Okay. Could you repeat that?</p> <p>7 Q. On page 2 in the upper right-hand corner --</p> <p>8 A. Yes.</p> <p>9 Q. -- it lists on page 2 as a qualification that</p> <p>10 an individual must be certified as a commissioned</p> <p>11 constable, correct?</p> <p>12 A. That's what it says.</p> <p>13 Q. And you --</p> <p>14 MR. NOLTE: Let me interrupt for a second,</p> <p>15 because the document itself indicates on page 1 that</p> <p>16 the "Position Qualifications" is "Preferred," and then</p> <p>17 on page 2 it says "Commissioned Constable." So since</p> <p>18 he's never seen the document before today, drawing the</p> <p>19 conclusion that it is a requirement I think is</p> <p>20 factually incorrect.</p> <p>21 MR. WARD: I would agree with you.</p> <p>22 Q. Mr. Morris, would you agree with me that there</p> <p>23 is a preference that an individual be a commissioned</p> <p>24 constable in order to hold the position of constable?</p>	32	<p>1 you have to assist. But basic throughout the night is</p> <p>2 just continually making rounds and checking the areas</p> <p>3 and fire exits not blocked, and maybe sitting in the</p> <p>4 ER with a patient that has to be seen by a doctor for</p> <p>5 psych, psychiatric evaluation, things like that,</p> <p>6 combative patients, people just in the hospital for no</p> <p>7 reason, sleeping, or just, just ongoing "monitoration"</p> <p>8 of the hospital throughout the night.</p> <p>9 Q. Now, your duties when working as a control</p> <p>10 center operator or a security officer didn't involve</p> <p>11 making arrests of individuals, did they?</p> <p>12 A. No, no.</p> <p>13 Q. And you were not authorized or permitted to</p> <p>14 conduct personal searches of individuals, were you?</p> <p>15 A. Personal searches. Well, yes, in the ER we had</p> <p>16 to sit with a patient -- the rule kept changing where</p> <p>17 you checked the patient, make sure they don't have no</p> <p>18 weapons or anything. We would have to just pat them</p> <p>19 down, make sure they did not have any weapons on them.</p> <p>20 But other than that, outside the emergency room, I</p> <p>21 don't recall really making no searches on anyone.</p> <p>22 Q. Your duties as a control center</p> <p>23 operator/security officer did not include serving</p> <p>24 subpoenas, did they?</p>
31	<p>1 MR. NOLTE: And what we're trying to</p> <p>2 distinguish is between what the document says and what</p> <p>3 your recollection, if you have any factual</p> <p>4 recollection, would be.</p> <p>5 A. I'm confused somewhere of what you're really</p> <p>6 asking me.</p> <p>7 Q. Do you know what the term commissioned</p> <p>8 constable means?</p> <p>9 A. No.</p> <p>10 Q. Now, after you were promoted to control center</p> <p>11 operator, you still occasionally continued to work</p> <p>12 shifts as a security officer, right?</p> <p>13 A. Yes.</p> <p>14 Q. And as a security officer or a control center</p> <p>15 operator, you didn't have the authority to enforce</p> <p>16 Delaware criminal codes or traffic codes, did you?</p> <p>17 A. No.</p> <p>18 Q. Tell me in your own words what you did during a</p> <p>19 typical shift as a security officer.</p> <p>20 A. We continually made rounds of all the floors,</p> <p>21 checked fire exits. This is inside, because you have</p> <p>22 an inside and you have an outside duty.</p> <p>23 Inside you continually make rounds of the</p> <p>24 whole hospital. You may be called for a code where</p>	33	<p>1 A. No.</p> <p>2 Q. Now, while you were employed at Bayhealth</p> <p>3 Medical Center, Bayhealth also employed a constable by</p> <p>4 the name of Harvey Scott; is that correct?</p> <p>5 A. Yes.</p> <p>6 Q. And Harvey Scott is Caucasian, isn't he?</p> <p>7 A. Yes.</p> <p>8 Q. Now, Mr. Scott resigned from Bayhealth in late</p> <p>9 March 2005, about a month before your discharge,</p> <p>10 didn't he?</p> <p>11 A. I'm not sure about the time, but I know he</p> <p>12 resigned because he was trying to get another position</p> <p>13 as a police officer.</p> <p>14 Q. Would you agree that he resigned prior to the</p> <p>15 termination of your employment?</p> <p>16 A. Yes.</p> <p>17 Q. So when he resigned, his resignation would have</p> <p>18 created a vacant constable position, wouldn't it?</p> <p>19 A. I would say so, yes. I don't know what number</p> <p>20 of constables they had to have.</p> <p>21 Q. Now, you didn't apply for the vacant constable</p> <p>22 position, did you?</p> <p>23 A. No.</p> <p>24 Q. Do you know who, if anyone, applied for that</p>

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34	<p>1 position?</p> <p>2 A. No, I don't.</p> <p>3 Q. Do you know who, if anyone, replaced Mr. Scott?</p> <p>4 A. I don't know if anyone replaced Mr. Scott. No,</p> <p>5 I don't know.</p> <p>6 Q. Now, during the period of your employment with</p> <p>7 Bayhealth, there was another individual named Blaine</p> <p>8 Brown who held the position of security officer,</p> <p>9 correct?</p> <p>10 A. Yes.</p> <p>11 Q. Mr. Brown worked relief shifts, didn't he?</p> <p>12 A. Yes.</p> <p>13 Q. Mr. Brown's an African-American male, isn't he?</p> <p>14 A. Yes.</p> <p>15 Q. And in 2001, about a year after you were hired,</p> <p>16 Bayhealth hired an individual by the name of Alyn</p> <p>17 Pearis as a security officer, correct?</p> <p>18 A. Yes, I remember Alyn Pearis. When he was</p> <p>19 hired, I could not say when.</p> <p>20 Q. But you do recall that he worked as a security</p> <p>21 officer for Bayhealth at the same time, or during the</p> <p>22 period that you worked as a security officer, correct?</p> <p>23 A. Yes, yes.</p> <p>24 Q. Or a control center operator.</p>	36	<p>1 A. At times.</p> <p>2 Q. Now, when you first started working as a</p> <p>3 security officer, you drove a Bayhealth security</p> <p>4 vehicle, didn't you?</p> <p>5 A. I'm trying to think if whether at the</p> <p>6 beginning, at the beginning whether I drove around or</p> <p>7 not. I think I tried to, I tried to walk pretty much</p> <p>8 the grounds as possible.</p> <p>9 Q. Do you recall whether you ever drove one of the</p> <p>10 Bayhealth security vehicles?</p> <p>11 A. Oh, sure, I have.</p> <p>12 Q. Now, at some point during your employment with</p> <p>13 Bayhealth, you were informed that you would no longer</p> <p>14 be permitted to drive the Bayhealth security vehicles,</p> <p>15 correct?</p> <p>16 A. Yes.</p> <p>17 Q. And the reason for that was that you had been</p> <p>18 dropped from Bayhealth's automobile insurance policy,</p> <p>19 right?</p> <p>20 A. Yes.</p> <p>21 Q. You were informed, weren't you, that the reason</p> <p>22 that you were dropped from Bayhealth's automobile</p> <p>23 insurance policy was because of suspensions of your</p> <p>24 driver's license, correct?</p>
35	<p>1 A. Um-hum.</p> <p>2 Q. And Mr. Pearis was full time, wasn't he?</p> <p>3 A. Yes.</p> <p>4 Q. And he was an African-American male as well,</p> <p>5 correct?</p> <p>6 A. Yes.</p> <p>7 Q. And during the period of your employment with</p> <p>8 Bayhealth, the hospital also hired an individual by</p> <p>9 the name of Doyne Harris as a security officer,</p> <p>10 correct?</p> <p>11 A. Yes.</p> <p>12 Q. And Mr. Harris is an African-American male,</p> <p>13 isn't he?</p> <p>14 A. Yes. He was not full time, he was --</p> <p>15 Q. He was relief like Mr. Brown, correct?</p> <p>16 A. Yes.</p> <p>17 Q. Now, you indicated that as a security officer</p> <p>18 you would patrol Bayhealth's grounds, correct?</p> <p>19 A. Yes.</p> <p>20 Q. And you say there was an inside position and an</p> <p>21 outside position?</p> <p>22 A. Yes.</p> <p>23 Q. Did the person who held the outside position</p> <p>24 drive a Bayhealth vehicle?</p>	37	<p>1 A. Right.</p> <p>2 Q. So once you were dropped from the insurance</p> <p>3 policy, you could only patrol on foot, correct?</p> <p>4 A. Correct.</p> <p>5 Q. So if a security officer assigned to the</p> <p>6 vehicle patrol called in sick, you could not replace</p> <p>7 that person and drive the vehicle, could you?</p> <p>8 A. No, I could not. But what you would normally</p> <p>9 do is the amount of officers that's on a shift at the</p> <p>10 time, we among ourselves, we would discuss who was</p> <p>11 going to go where and do what. That's how we equalled</p> <p>12 out who was working where.</p> <p>13 Q. You would agree, wouldn't you, that if the</p> <p>14 person who was assigned to drive the vehicle called</p> <p>15 out sick, someone other than yourself would have to</p> <p>16 drive the vehicle, right?</p> <p>17 A. Someone other than myself, right.</p> <p>18 Q. So Bayhealth had limited flexibility in</p> <p>19 assigning you, correct?</p> <p>20 MR. NOLTE: Objection as to form. You can</p> <p>21 answer.</p> <p>22 Q. Let me try and make that a little clearer for</p> <p>23 you.</p> <p>24 The other security officers who were</p>

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38	<p>1 permitted to drive the security vehicles could be</p> <p>2 assigned either to foot patrol or vehicle patrol,</p> <p>3 right?</p> <p>4 A. Sure, yes.</p> <p>5 Q. You could only be assigned to foot patrol,</p> <p>6 correct?</p> <p>7 A. Foot patrol or control.</p> <p>8 Q. Or control center operator.</p> <p>9 A. Yes.</p> <p>10 Q. Okay.</p> <p>11 A. That's why I say, we discussed among ourselves</p> <p>12 who is going to do what to balance out who's going to</p> <p>13 work where, and it was never a problem.</p> <p>14 Q. I understand. Now, when you were hired as</p> <p>15 security officer, you were advised that you were</p> <p>16 required to take a basic training course in healthcare</p> <p>17 security and then pass an examination, correct?</p> <p>18 A. Yes.</p> <p>19 Q. And you were supposed to do that within the</p> <p>20 first 12 months of your employment, right?</p> <p>21 A. Of my employment? I don't know if it was told</p> <p>22 to me of when it had to be done.</p> <p>23 Q. But you were told that you had to do it, right?</p> <p>24 A. Yes.</p>	40
39	<p>1 Q. And that course is administered by the</p> <p>2 International Association of Healthcare Safety &</p> <p>3 Security, which is known as the IAHSS, correct?</p> <p>4 A. Correct.</p> <p>5 Q. And even after you were promoted to control</p> <p>6 center operator, you were still required to take that</p> <p>7 basic training course, correct?</p> <p>8 A. Well, that test was taken and it was given to</p> <p>9 Don Tinnel after completing the test. After I</p> <p>10 completed the test, it was given to Don Tinnel. He</p> <p>11 was in charge at the time when I took the test.</p> <p>12 Q. So you're saying that you did take the test?</p> <p>13 A. Oh, yes, I am.</p> <p>14 Q. Were you ever informed that you had passed the</p> <p>15 test?</p> <p>16 A. No, I was not given any information about the</p> <p>17 test.</p> <p>18 Q. Do you know why not?</p> <p>19 A. No.</p> <p>20 Q. Did you ever ask whether you had passed the</p> <p>21 test?</p> <p>22 A. It was discussed that, it was discussed</p> <p>23 between -- I'm trying to think when it was discussed.</p> <p>24 I don't know if it was around the time when this</p>	41

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42	<p>1 A. I wasn't familiar with that.</p> <p>2 Q. You never saw anyone being given a certificate</p> <p>3 of completion --</p> <p>4 A. At --</p> <p>5 Q. Let me finish.</p> <p>6 A. I'm sorry.</p> <p>7 Q. Are you testifying that you never saw anyone be</p> <p>8 handed a certificate of completion during a</p> <p>9 departmental meeting?</p> <p>10 A. No, I'm not testifying that. Afterwards, later</p> <p>11 on, I did see, closer to my termination I seen where</p> <p>12 one or two people had received a -- in fact, one of</p> <p>13 the people was a guy named Jose, I don't remember what</p> <p>14 his last name was. But he talked about he had</p> <p>15 received one, I believe it was Jose, and I said I</p> <p>16 never received one of those. And that was it.</p> <p>17 Q. Now, when you spoke with Mr. Lands about the</p> <p>18 issue of the basic training course, you told him</p> <p>19 initially that you had taken the training course and</p> <p>20 passed it, correct?</p> <p>21 A. I don't recall if I told him I passed it. I</p> <p>22 recall telling him that I had taken it, because Don</p> <p>23 told me that I had to take it by a certain time.</p> <p>24 Q. And isn't it true that Mr. Lands later spoke</p>	44	<p>1 not mistaken, I recall him putting it in his box in</p> <p>2 the back after I gave it to him. But after that, I</p> <p>3 don't know where it went.</p> <p>4 Q. Now, Don Tinnel was your supervisor during the</p> <p>5 first two years of your employment; is that right?</p> <p>6 A. Again, like I said awhile ago, I don't know</p> <p>7 what year Dave came and Don Tinnel had to go down to</p> <p>8 officer, I'm not sure what year it was. But he was,</p> <p>9 Don Tinnel was in charge at the beginning of my hire;</p> <p>10 in fact, he's the one that hired me. Well, he is the</p> <p>11 one that evaluated me prior to my hire and everything</p> <p>12 and he was my supervisor once I started, he was my</p> <p>13 supervisor when I became control officer. I received</p> <p>14 my orders from him.</p> <p>15 Q. So just to make sure I understand your</p> <p>16 testimony, you were never informed that you had passed</p> <p>17 the basic training course, correct?</p> <p>18 A. No, I was not.</p> <p>19 Q. If you had passed, you would have been</p> <p>20 certified by the IAHS, correct?</p> <p>21 A. Okay, you're saying I would have been certified</p> <p>22 as what? What are you --</p> <p>23 Q. Certified as a healthcare security officer,</p> <p>24 correct?</p>
43	<p>1 with you and told you at that time that he had checked</p> <p>2 with the IAHS and that they had said that there was</p> <p>3 no record of you having ever taken the test?</p> <p>4 A. Yes, I remember him telling me that. But once</p> <p>5 again, this was around the time of, that I recollect</p> <p>6 around the time of going over to Jeff Lewin's office</p> <p>7 about the situation about my background about</p> <p>8 something that happened in Maryland. All this is</p> <p>9 coming together, all this stuff was being discussed at</p> <p>10 that time prior to my termination.</p> <p>11 Q. Do you have any explanation for why the IAHS</p> <p>12 might not have records of you completing the test if</p> <p>13 you completed it?</p> <p>14 A. Do I have any -- could you repeat that?</p> <p>15 Q. Sure. Do you have any explanation for why the</p> <p>16 IAHS might not have records of you completing the</p> <p>17 test if you actually took it?</p> <p>18 A. Well, if I turned my test in to Don Tinnel, it</p> <p>19 would be Don Tinnel's responsibility to turn it in to</p> <p>20 wherever it needed to go. I don't know where it went</p> <p>21 from there. He turned it in to Marvin Lands, did he</p> <p>22 turn it in to IAHS, or whatever the initials was you</p> <p>23 just gave, I don't know where it go from there. I was</p> <p>24 told to take the test and give it back to him. If I'm</p>	45	<p>1 A. I don't know what happened after I take the</p> <p>2 test. I took the test, I don't know what happened</p> <p>3 after that.</p> <p>4 Q. I understand. But that isn't my question. My</p> <p>5 question, you understood, didn't you, that if you</p> <p>6 passed the test you were considered to be certified by</p> <p>7 the IAHS, correct?</p> <p>8 A. If I passed the test then I would be certified.</p> <p>9 I guess you would. I'm not sure.</p> <p>10 Q. So if you were never informed that you had</p> <p>11 passed the test, you understood that you had not been</p> <p>12 certified by the IAHS, correct?</p> <p>13 MR. NOLTE: Objection as to form.</p> <p>14 A. I'm not really understanding. All I'm saying</p> <p>15 is I was required to take the test and I had not</p> <p>16 received any information back after I took the test.</p> <p>17 Q. As you sit here now, today, do you have any</p> <p>18 reason to believe that you were ever certified as a</p> <p>19 healthcare security officer by the IAHS?</p> <p>20 A. If you're saying that you're supposed to get a</p> <p>21 certificate or anything, I have not received any</p> <p>22 certificate. I have not heard anything back after I</p> <p>23 took the test. So therefore, I was never certified.</p> <p>24 Q. So as far as you know, you were never</p>

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46	<p>1 certified, correct?</p> <p>2 A. Apparently not.</p> <p>3 MR. WARD: Could you please mark this as</p> <p>4 Morris 6.</p> <p>5 (Morris Exhibit No. 6 was marked for</p> <p>6 identification.)</p> <p>7 Q. Now, Mr. Morris, the document we've marked as</p> <p>8 Morris 6 is a copy of a patch that Bayhealth security</p> <p>9 officers wore on their uniforms, correct?</p> <p>10 A. Correct.</p> <p>11 Q. And the patch indicates that the wearer is</p> <p>12 certified in healthcare security by the IAHS, correct?</p> <p>13 correct?</p> <p>14 A. Correct.</p> <p>15 Q. And you wore a patch like this on your uniform,</p> <p>16 didn't you?</p> <p>17 A. I don't recall wearing a patch like that.</p> <p>18 Q. Are you testifying that you did not wear a</p> <p>19 patch like that, or that you may have worn a patch</p> <p>20 like that?</p> <p>21 A. I am really thinking, we changed over to new</p> <p>22 uniforms and I'm trying to think for sure. I know</p> <p>23 some people wore the blue and white patch like that.</p> <p>24 I'm not sure if I had that on my uniform. I did have</p>	48	<p>1 Q. Now, just to further clarify the record, when</p> <p>2 you said around the time of your determination, you</p> <p>3 meant your termination, correct?</p> <p>4 A. Yes.</p> <p>5 Q. Okay.</p> <p>6 A. Well I'm speaking prior to. Prior to my</p> <p>7 determination.</p> <p>8 Q. Shortly, shortly after the termination of your</p> <p>9 employment, correct?</p> <p>10 A. Yes, yes, these things were discussed to me,</p> <p>11 yes.</p> <p>12 Q. So you're saying that shortly before the</p> <p>13 termination of your employment, you were told</p> <p>14 something about having to take a second course,</p> <p>15 correct?</p> <p>16 A. I was asked about it, yes. I recall --</p> <p>17 Q. And just tell me -- I'm sorry, go ahead.</p> <p>18 A. I'm thinking roughly that these things was</p> <p>19 discussed to me or asked, asked to me -- see, I went</p> <p>20 through an appeal after my termination, and like I</p> <p>21 say, prior to my determination, all kinds of things, I</p> <p>22 was being called to the office, to the director's</p> <p>23 office, to, one time to Mr. Lewin's office, and</p> <p>24 discussed so much. And then after my termination, my</p>
47	<p>1 a patch, which was Bayhealth, my left arm, I believe</p> <p>2 left arm. But as far as that blue and white patch</p> <p>3 there, I am not sure if I had that on my uniform.</p> <p>4 Q. So it's possible that you did have the patch</p> <p>5 that we've marked as Morris 6 on your uniform,</p> <p>6 correct?</p> <p>7 A. I want to say that I did not, but I am not</p> <p>8 sure.</p> <p>9 Q. Okay. So you're not sure one way or the other,</p> <p>10 correct?</p> <p>11 A. No, no.</p> <p>12 Q. All right. Now, when you were promoted to</p> <p>13 control center operator, you were also required to</p> <p>14 take a supervisory training course that was</p> <p>15 administered by the IAHS, correct?</p> <p>16 A. I'm not, I'm not familiar with that.</p> <p>17 Q. Are you aware that you were supposed to take a</p> <p>18 second course of any kind after you were promoted to</p> <p>19 control center operator?</p> <p>20 A. I am -- best of my recollection would be,</p> <p>21 again, this was discussed near and around the time of</p> <p>22 my determination. I remember that being stated about</p> <p>23 some other test, but as far as, as far as me knowing,</p> <p>24 you know, I'm not sure about that.</p>	49	<p>1 appeal, so a lot of the stuff that was discussed is</p> <p>2 running together. I'm not sure exactly when these</p> <p>3 things was discussed. But I know close to my</p> <p>4 determination all these things started coming up.</p> <p>5 Q. Okay. I'm just asking you about the training</p> <p>6 course issue now, okay?</p> <p>7 A. I'm not sure about a second test. I'm not.</p> <p>8 Q. Are you saying you're not sure that you were</p> <p>9 ever told that you needed to take a second test?</p> <p>10 A. I'm saying I don't remember being told about</p> <p>11 the second test, that's what I'm saying.</p> <p>12 Q. Now, earlier in your testimony I understood you</p> <p>13 to say that shortly before your termination Mr. Lands</p> <p>14 raised this issue of taking a second course. Is my</p> <p>15 understanding incorrect?</p> <p>16 A. I am talking about the blue book, IAHS test</p> <p>17 that I had to take. That's the only test I'm familiar</p> <p>18 with.</p> <p>19 Q. Okay. So that would be the first test,</p> <p>20 correct? The basic training test?</p> <p>21 A. Basic training, the blue book, I guess if you</p> <p>22 say that's the first test, you're saying that there's</p> <p>23 two. You say there was a second one. I can't say</p> <p>24 that I'm familiar with the second one.</p>

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50	<p>1 Q. So your testimony is -- I'm sorry, go ahead.</p> <p>2 A. I'm familiar with the blue book, the thick blue</p> <p>3 book that we had to read. They gave us a book to read</p> <p>4 and then you take a test from that. That's the one I</p> <p>5 remember.</p> <p>6 Q. The fact is that you never did take any second</p> <p>7 training course authorized by the IAHSS, correct?</p> <p>8 A. Not that I recall.</p> <p>9 MR. WARD: Could you please mark this as</p> <p>10 Morris 7.</p> <p>11 (Morris Exhibit No. 7 was marked for</p> <p>12 identification.)</p> <p>13 Q. Mr. Morris, have you ever seen the document</p> <p>14 that we've marked as Morris 7 before?</p> <p>15 A. It appears to be another evaluation that I had,</p> <p>16 yes.</p> <p>17 Q. Your signature appears on the first page of the</p> <p>18 document, correct?</p> <p>19 A. Yes.</p> <p>20 Q. And it also appears on the last page of the</p> <p>21 document, correct?</p> <p>22 A. Yes.</p> <p>23 Q. And you indicate on the last page of the</p> <p>24 document, that being page 11, that you have reviewed</p>	52	<p>1 director, correct?</p> <p>2 A. You said Marvin Lands signed it?</p> <p>3 Q. Yes.</p> <p>4 A. Yes, it looks as he signed it, yes.</p> <p>5 MR. WARD: Please mark this as Morris 8.</p> <p>6 (Morris Exhibit No. 8 was marked for</p> <p>7 identification.)</p> <p>8 Q. Now, Mr. Morris, as with the previous document,</p> <p>9 this is a performance appraisal, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And it's your performance appraisal for the</p> <p>12 period ending May 2nd, 2004, right?</p> <p>13 A. Yes.</p> <p>14 Q. And as with the previous document, your</p> <p>15 signature appears on the first and last pages, right?</p> <p>16 A. Yes.</p> <p>17 Q. And Mr. Freeman has signed as evaluator,</p> <p>18 Mr. Lands has signed here on page 1 as department</p> <p>19 director, correct?</p> <p>20 A. Yes.</p> <p>21 Q. Now, Mr. Freeman gave you a more favorable</p> <p>22 rating for the period ending May 2nd, 2004 than he did</p> <p>23 for the previous year, correct?</p> <p>24 A. Yes, I guess it looks that way.</p>
51	<p>1 your job description and agree that it is current,</p> <p>2 correct?</p> <p>3 A. Yes.</p> <p>4 Q. Do you know who prepared this evaluation?</p> <p>5 A. It would be, I believe it would be Dave</p> <p>6 Freeman, it says April 2003.</p> <p>7 Q. Okay. So can we agree that by April 22nd of</p> <p>8 2003, Mr. Freeman had become your supervisor?</p> <p>9 A. Yes.</p> <p>10 Q. He replaced Mr. Tinnel, right?</p> <p>11 A. Correct.</p> <p>12 Q. And he gave you an overall performance rating</p> <p>13 of "meets expectations," correct?</p> <p>14 A. Yes.</p> <p>15 Q. And if you'll turn to pages 5 through 7, it's</p> <p>16 true, isn't it, that Mr. Freeman rated you as meets or</p> <p>17 above expectations for each of the individual ratings</p> <p>18 in the appraisal, correct?</p> <p>19 A. That's 5 through what, sir?</p> <p>20 Q. Pages 5 through 7, numbers 1 through 18 on</p> <p>21 those pages.</p> <p>22 A. Correct, correct.</p> <p>23 Q. Now, turning back to the first page of Morris</p> <p>24 7, Mr. Lands also signed this document as department</p>	53	<p>1 Q. For the period ending 2003, you were rated as</p> <p>2 meets expectations, correct? I'm referring to the</p> <p>3 overall rating on the first page.</p> <p>4 A. Okay, yes.</p> <p>5 Q. And he increased your overall rating to above</p> <p>6 expectations, correct, in 2004?</p> <p>7 A. Yes.</p> <p>8 Q. And turning again to pages 5 through 7 of the</p> <p>9 appraisal, it's true, isn't it, that Mr. Freeman rated</p> <p>10 you as above expectations in 14 out of the 17</p> <p>11 categories, correct?</p> <p>12 A. Yes, looks that way, yes.</p> <p>13 Q. And turning to page 10 of the performance</p> <p>14 appraisal that we've marked as Morris 8, Mr. Freeman</p> <p>15 inserted a comment here in the middle of page 10,</p> <p>16 didn't he?</p> <p>17 MR. NOLTE: Where are you referring to?</p> <p>18 MR. WARD: I am looking at the middle of</p> <p>19 page 10 of the 2004 performance appraisal.</p> <p>20 A. The rater's area?</p> <p>21 Q. Yeah, part 11.</p> <p>22 A. Okay.</p> <p>23 Q. And it appears that this is obscured somewhat</p> <p>24 by a Post-It note, right?</p>

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54	<p>1 A. Yes.</p> <p>2 Q. But it starts off, "Officer Morris is an</p> <p>3 asset," correct?</p> <p>4 A. Yes.</p> <p>5 Q. And by "it," I mean the comment by Mr. Freeman,</p> <p>6 correct?</p> <p>7 A. Yes.</p> <p>8 Q. And Mr. Freeman further indicates that you're</p> <p>9 always willing to work overtime when needed, correct?</p> <p>10 A. Yes.</p> <p>11 Q. So overall, you'd have to agree, this is a</p> <p>12 pretty positive appraisal, isn't it?</p> <p>13 A. Well, I would say it was. I always tried to do</p> <p>14 my best.</p> <p>15 Q. And if Mr. Freeman rated you as above</p> <p>16 expectations, he must have thought pretty highly of</p> <p>17 your work, didn't he?</p> <p>18 A. Who did you say?</p> <p>19 Q. If Mr. Freeman rated you as above expectations,</p> <p>20 he must have thought pretty highly of your work,</p> <p>21 correct?</p> <p>22 A. I thought so. I thought so.</p> <p>23 Q. Now, your contention is that Mr. Freeman was</p> <p>24 racially prejudiced against you; is that correct?</p>	56	<p>1 over it with me or after. I don't know when Mr. Lands</p> <p>2 signed it.</p> <p>3 Q. So all you know is that he did sign the</p> <p>4 performance appraisal, right?</p> <p>5 A. By looking at it right now, yes.</p> <p>6 Q. And you don't know one way or the other whether</p> <p>7 he had to approve it or not?</p> <p>8 A. No.</p> <p>9 Q. Now, if you turn to page 10 of Morris 8,</p> <p>10 directing your attention to the top center under the</p> <p>11 heading "Challenge," it says here, "Take a Delaware</p> <p>12 Criminal Justice Information System class, so you may</p> <p>13 access DELJIS in your performance of your duties as</p> <p>14 security controller," correct?</p> <p>15 A. Correct.</p> <p>16 Q. Did you ever take that class?</p> <p>17 A. DELJIS class?</p> <p>18 Q. Yes.</p> <p>19 A. I don't recall taking the DELJIS class. I</p> <p>20 really don't recall taking it.</p> <p>21 Q. If you had taken it, you'd remember, wouldn't</p> <p>22 you?</p> <p>23 A. Yeah, I would think so.</p> <p>24 Q. So the answer to my question is no, isn't it?</p>
55	<p>1 A. To be honest with you, Mr. Freeman, I did not</p> <p>2 really hear or see too much of Mr. Freeman during this</p> <p>3 termination. It was more so Mr. Lewin and Mr. Lands.</p> <p>4 Q. So your feeling is that Mr. Lewin and Mr. Lands</p> <p>5 are racially prejudiced against you; is that correct?</p> <p>6 A. I somewhat feel that way, yes.</p> <p>7 Q. Okay. Can you think of any reason why</p> <p>8 Mr. Lands would have approved such a positive review</p> <p>9 if he wanted to get rid of you?</p> <p>10 MR. NOLTE: Objection as to form. You can</p> <p>11 answer.</p> <p>12 THE WITNESS: Did you say that --</p> <p>13 MR. NOLTE: You can answer. He's asked</p> <p>14 you --</p> <p>15 Q. Mr. Morris, let me ask you another question.</p> <p>16 Were you aware that Mr. Lands approved the performance</p> <p>17 appraisals after they were prepared by Mr. Freeman?</p> <p>18 A. Once again, when, during these evaluations I'm</p> <p>19 called in to Mr. Freeman's office, he goes over them</p> <p>20 with me. After we go over them, I sign it. And what</p> <p>21 happens after that, I don't know what happens to it</p> <p>22 after that.</p> <p>23 I've never paid any mind whether Marvin</p> <p>24 Lands signed it before I go over it -- before he goes</p>	57	<p>1 A. My answer is, like I say, I've taken all kinds</p> <p>2 of tests. I've tried to do what I'm required to do.</p> <p>3 Being a controller and security officer, I have taken</p> <p>4 various tests. But to tell you on DELJIS whether I</p> <p>5 completed it or not, I don't recollect for sure</p> <p>6 whether I did or didn't.</p> <p>7 Q. So you don't know one way or the other whether</p> <p>8 you ever took a DELJIS class?</p> <p>9 A. No, I do not.</p> <p>10 Q. You understood that accessing DELJIS was</p> <p>11 something that was part of the performance of your</p> <p>12 duties as a security officer, correct?</p> <p>13 A. Once again, this issue came in effect close to</p> <p>14 the time of my termination.</p> <p>15 Q. It's true, isn't it, that your supervisors</p> <p>16 informed you that they wanted you to have DELJIS</p> <p>17 access, correct?</p> <p>18 A. Yes.</p> <p>19 Q. And it's true that if you couldn't access</p> <p>20 DELJIS, you couldn't fully perform the duties of your</p> <p>21 position as control center operator, correct?</p> <p>22 A. Well, I could. There was times when I was</p> <p>23 control operator where if it was something I needed</p> <p>24 through DELJIS, normally there's a constable on duty,</p>

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58	<p>1 and I may call one of them in to go through the</p> <p>2 computer to get anything I need as far as if he would</p> <p>3 call for the DELJIS.</p> <p>4 Q. So if you needed DELJIS information, you would</p> <p>5 simply go to someone else to get that information?</p> <p>6 A. If I really need it, yes.</p> <p>7 Q. And there were times when you did need DELJIS</p> <p>8 information in performing your duties as control</p> <p>9 center operator, right?</p> <p>10 A. Sure.</p> <p>11 Q. And you're aware that Bayhealth submitted an</p> <p>12 application on your behalf for DELJIS access, correct?</p> <p>13 A. Could you repeat that?</p> <p>14 Q. You are aware that Bayhealth submitted an</p> <p>15 application for DELJIS --</p> <p>16 A. Yes.</p> <p>17 Q. -- access on your behalf, right?</p> <p>18 A. Yes.</p> <p>19 MR. WARD: Please mark this as Morris 9.</p> <p>20 (Morris Exhibit No. 9 was marked for</p> <p>21 identification.)</p> <p>22 Q. Mr. Morris, have you ever seen the document</p> <p>23 that we've marked as Morris 9 prior to today?</p> <p>24 A. I don't recall ever seeing that document, no.</p>	60	<p>1 dawned on me, and I discussed the situation with them</p> <p>2 and they had me to sign a piece of paperwork for them</p> <p>3 to retrieve the information that they needed that I</p> <p>4 said was thrown out of court.</p> <p>5 And at the time when this information came</p> <p>6 back and it was checked by Mr. Lewin and Mr. Lands, I</p> <p>7 was called back into Mr. Lands' office. And when I</p> <p>8 went into his office, he says, "There are two things."</p> <p>9 And I was like, "What's that?" He said, "The first</p> <p>10 thing is this information that we sent out for, it</p> <p>11 came back, you were right of whatever you told us."</p> <p>12 And I was like, okay, so that's clear. He said the</p> <p>13 second thing is, you was -- "Someone reported that you</p> <p>14 were seen taking a soda, not paying for it," or</p> <p>15 something like that. And I just laughed. But his</p> <p>16 facial expression never changed. So I said, "Are you</p> <p>17 serious?" He said, "Yes, I'm serious."</p> <p>18 And from this time forward, that's when</p> <p>19 everything just went downhill.</p> <p>20 Q. So you're saying that Mr. Lewin was the</p> <p>21 individual who told you that you were suspected of</p> <p>22 stealing a soda or Mr. Lands?</p> <p>23 A. No, Mr. Lands.</p> <p>24 Q. Mr. Lands, okay. Now, you don't have any</p>
59	<p>1 Q. Is it true that Mr. Freeman advised you that</p> <p>2 DELJIS had denied your application for access</p> <p>3 privileges?</p> <p>4 A. I'm not sure if it was Mr. Lands or -- you said</p> <p>5 Mr. Lands or Freeman? I'm sorry.</p> <p>6 Q. I believe I said Mr. Freeman.</p> <p>7 A. I'm not sure if it was Lands or Freeman.</p> <p>8 Q. Are you pretty sure that it was either</p> <p>9 Mr. Lands or Mr. Freeman that told you?</p> <p>10 A. Pretty much, pretty much, yes.</p> <p>11 Q. So someone at Bayhealth told you that Bayhealth</p> <p>12 had denied your privileges for DELJIS information,</p> <p>13 correct?</p> <p>14 A. Well, if I'm not mistaken, it was during the</p> <p>15 time when I was called to Mr. Lands' office, Mr. Lands</p> <p>16 and I both left from his office and went to</p> <p>17 Mr. Lewin's office. And this is the time when they</p> <p>18 asked me, do I know any reason why I would be, not be</p> <p>19 accepted or my name would, did not get cleared for</p> <p>20 this DELJIS, and they asked me do I remember anything.</p> <p>21 I was trying to think, whatever it was, I was puzzled</p> <p>22 because at the time, I did not. And then he, one of</p> <p>23 them mentioned, may have been Mr. Lewin, mentioned</p> <p>24 Wicomico County or something down there. And then it</p>	61	<p>1 reason to believe that Bayhealth was involved in any</p> <p>2 way in the decision by DELJIS to deny you DELJIS</p> <p>3 access privileges, correct?</p> <p>4 A. Could you repeat that?</p> <p>5 Q. You don't have any reason to believe that</p> <p>6 Bayhealth was involved in DELJIS's decision to deny</p> <p>7 you access privileges, right?</p> <p>8 A. I cannot say that, I cannot say that. I mean I</p> <p>9 don't know what requirements is. Okay, I don't know</p> <p>10 what requirement is as far as require, putting my name</p> <p>11 in for DELJIS, all that. All I know is that I was</p> <p>12 told that my name was rejected and they discussed any</p> <p>13 reasons in Mr. Lewin's office about the situation.</p> <p>14 Q. Well it's true, isn't it, that Bayhealth, your</p> <p>15 supervisor at Bayhealth wanted you to have DELJIS</p> <p>16 access, right?</p> <p>17 A. Oh, yes, in order to be a control operator,</p> <p>18 yes.</p> <p>19 Q. Okay, you allege in your complaint that you</p> <p>20 were asked about your driver's license suspensions and</p> <p>21 another incident that occurred in Maryland involving a</p> <p>22 stolen rental car, correct?</p> <p>23 A. (Nodded affirmatively.)</p> <p>24 MR. NOLTE: You have to say yes or no for</p>

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62	<p>1 the court reporter.</p> <p>2 A. I'm sorry, yes.</p> <p>3 Q. I'm sorry, yes or no.</p> <p>4 A. That was the conversation that was discussed</p> <p>5 over Mr. Lewin's office when Mr. Lands took me over</p> <p>6 there when he asked me about an incident that happened</p> <p>7 in, I don't know what he said, Wicomico, Salisbury,</p> <p>8 whatever. And then I remembered, yes, I told him it</p> <p>9 was a situation that happened where a friend of mine</p> <p>10 had a rental car and he hadn't paid his bill. So when</p> <p>11 they ran the tags, it come back stolen car, because he</p> <p>12 had rented the car, but because he hadn't paid the</p> <p>13 bill, the current bill for him to have it at the time,</p> <p>14 that's the way it came back. That's why it was thrown</p> <p>15 out of court.</p> <p>16 Q. Okay. So you're testifying that the rental</p> <p>17 company must have reported the car as stolen because</p> <p>18 your friend didn't pay the bill; is that right?</p> <p>19 A. That's what I was told, yes.</p> <p>20 Q. Okay. And how did it come to pass that the</p> <p>21 plates were run? Were you pulled over?</p> <p>22 A. Yes.</p> <p>23 Q. Were you driving the car or a passenger?</p> <p>24 A. I was driving.</p>	64
63	<p>1 Q. Mr. Morris, have you ever seen the document</p> <p>2 that we've marked as Morris 10 before?</p> <p>3 A. I believe I have.</p> <p>4 Q. When did you see it?</p> <p>5 A. Maybe prior to having to get a copy of my</p> <p>6 driving record or something, I do believe.</p> <p>7 Q. Did Mr. Lands show you this document?</p> <p>8 A. I can't say I remember Mr. Lands showing it to</p> <p>9 me.</p> <p>10 Q. Do you remember who showed you the document?</p> <p>11 A. No, I don't.</p> <p>12 Q. Do you remember where the document came from?</p> <p>13 A. No. I was thinking it was a copy of my driving</p> <p>14 record, but it looks as if -- revocation.</p> <p>15 Q. Well, it says in the upper left that this is a</p> <p>16 criminal record, doesn't it?</p> <p>17 A. Upper left. Right, yes.</p> <p>18 Q. Correct?</p> <p>19 A. That's what it says, correct.</p> <p>20 Q. Do you recall Mr. Lands ever showing this to</p> <p>21 you and going over it with you?</p> <p>22 A. No. No, I don't. Be honest with you, I don't.</p> <p>23 Q. How about Mr. Lewin, do you recall Mr. Lewin</p> <p>24 ever addressing your criminal record with you?</p>	65
63	<p>1 Q. You were driving the car?</p> <p>2 A. Yes, I was.</p> <p>3 Q. Was your friend with you at the time?</p> <p>4 A. Yes.</p> <p>5 Q. Were you charged with any crime as a result of</p> <p>6 the stop?</p> <p>7 A. Was I charged with any crime. I don't recall</p> <p>8 being charged. I just remember going to court for it</p> <p>9 and it got thrown out. That's what I recall. It got</p> <p>10 thrown out because I was not involved in -- okay,</p> <p>11 okay, the reason why we was pulled over was because</p> <p>12 the cop said I was speeding. Whether I got a ticket</p> <p>13 or not, I don't recall. Probably sure if I was</p> <p>14 speeding I got a ticket, but I don't recall being</p> <p>15 charged for anything other than that.</p> <p>16 Q. Were you arrested at the time you were stopped?</p> <p>17 A. Oh, yes. They took both of us in, yes.</p> <p>18 Q. But ultimately, to the extent that any charges</p> <p>19 may have been issued against you, they were dismissed,</p> <p>20 correct?</p> <p>21 A. Right.</p> <p>22 MR. WARD: Please mark this as Morris 10.</p> <p>23 (Morris Exhibit No. 10 was marked for</p> <p>24 identification.)</p>	65

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66	<p>1 A. Again, I say I don't recall either one of them, 2 Freeman or Lands, discussing, I don't recall it. 3 Q. Is it possible that anyone in Bayhealth 4 security department asked you about your driver's 5 license suspensions? 6 A. At the time when they told me that I could no 7 longer drive the vehicles? Yeah, yeah. Yes. 8 MR. WARD: Please mark this as Morris 11. 9 (Morris Exhibit No. 11 was marked for 10 identification.) 11 Q. Now, Mr. Morris, you contend in your complaint 12 that you were called in to Mr. Lewin's office on April 13 15, 2005 and informed that your criminal history 14 record check came back clear, right? 15 A. The date, I'm not really aware of the date. 16 But yes, I was called in to Mr. Lands' office, and 17 yes, he told me that the information that was asked in 18 Mr. Lewin's office when he was present came back that 19 it was clear, yes. 20 Q. Okay. So you were actually called in to 21 Mr. Lands' office, not Mr. Lewin's office, when you 22 were informed that the record check came back clear? 23 A. Mr. Lands, correct. 24 Q. Right, not Mr. Lewin's office.</p>	68	<p>1 then I'm called about this, and then I'm told that I 2 was seen taking a soda. It had me to wonder, what's 3 going on? I had to wonder that. Because all this 4 going, happening, and then I get terminated for a 5 soda, it made me wonder. 6 Q. So did you wonder whether the real reason you 7 were terminated was because you were unable to get 8 DELJIS privileges? 9 A. I'm trying to wonder why I was terminated. I'm 10 still trying to wonder to this day why I was 11 terminated. 12 Q. You were told you were terminated because a 13 co-worker observed you stealing a soda, correct? 14 A. I understand that. I understand that. That's 15 untrue, so I want to know the real reason. 16 Q. But you understand that there was a report 17 given to Mr. Lands that you were seen taking a soda, 18 not paying? 19 A. Yes, I do understand that, yes, I did. 20 Q. And you also understand that if Bayhealth 21 received information that you were denied DELJIS 22 privileges because you'd been arrested previously, 23 that Bayhealth had an obligation to at least ask you 24 about that?</p>
67	<p>1 A. No. 2 Q. Now, Bayhealth never took any adverse action 3 against you relating to your inability to get DELJIS 4 access privileges, correct? 5 A. Could you repeat that? 6 Q. Bayhealth never took any adverse action against 7 you of any kind because you were denied DELJIS 8 privileges, right? 9 A. I feel they did. They terminated me. That's 10 the way I feel about it. 11 Q. So you feel one of the reasons that you were 12 terminated was because you failed to get DELJIS 13 access? 14 A. Somewhat. For the simple fact, okay, they – 15 I'm not really familiar with the dates, what happened 16 first. But around the same time, Mr. Lands called me 17 to his office and stated to me that it was reported to 18 him that someone wasn't charging me the full price of 19 my food or something like that when I go to the 20 cafeteria. That, I don't know if that happened first 21 or whether I was called into Mr. Lewin's office about 22 this first. I don't know. Somewhere around the same 23 area of time. 24 And then after he asked me about that,</p>	69	<p>1 A. Oh, I understand that yes, sure, ask me about 2 it. But as I said, they had me to sign paperwork so 3 they could check it. They checked it and it come back 4 that it was cleared. So then what? 5 Q. And Bayhealth informed you that it was clear, 6 right? 7 A. Okay, yes. So then what? 8 Q. Now, Mr. Morris, you typically took your dinner 9 meal with one or more of your co-workers at Bayhealth, 10 correct? 11 A. Well, I normally sit with somebody. I always, 12 I mean I get along with people. So when I go to eat, 13 I don't sit over by myself. I always sit with 14 someone. 15 Q. That's understandable. And you took your meals 16 in the Bayhealth cafeteria, right? 17 A. Ninety percent of the time I did. There was 18 times where, depending on what was going on, that I 19 may get my food from the gift shop. 20 Q. Now, Ashley Fulcher is a Bayhealth employee, 21 held the position of cashier in the cafeteria, 22 correct? 23 A. Correct. 24 Q. And when you went to dinner, you would select</p>

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70	<p>1 your food items, put them on your tray, and then</p> <p>2 proceed to the cashier station, correct?</p> <p>3 A. Correct.</p> <p>4 Q. And then if Miss Fulcher was working as cashier</p> <p>5 that night, she would ring up your order, tell you how</p> <p>6 much you owed, right?</p> <p>7 A. Correct, whoever the cashier was, yeah, once I</p> <p>8 go by, past cashier, yes, they ring me up and tell me</p> <p>9 what I –</p> <p>10 Q. And then you would pay her and if necessary</p> <p>11 she'd make change, right?</p> <p>12 A. Correct.</p> <p>13 Q. Now, you didn't know Miss Fulcher personally,</p> <p>14 did you?</p> <p>15 A. No.</p> <p>16 Q. You never socialized with her outside of work,</p> <p>17 right?</p> <p>18 A. No.</p> <p>19 Q. And you never engaged in any extended</p> <p>20 conversations with her, did you?</p> <p>21 A. No.</p> <p>22 Q. You didn't really know her at all, did you?</p> <p>23 A. Not really, no. Not other than she was a</p> <p>24 dietary worker.</p>	72	<p>1 else at Bayhealth ever instructed Ashley Fulcher to</p> <p>2 file a false report that you had stolen a soda, do</p> <p>3 you?</p> <p>4 A. I don't know what happened. All I know, as a</p> <p>5 human being I can only be one place at a time. So</p> <p>6 what was conducted, wherever it was conducted, I don't</p> <p>7 know. I can't even answer that question.</p> <p>8 Q. Well, you don't have any information that</p> <p>9 establishes that Mr. Lands told Miss Fulcher to file a</p> <p>10 false report against you, right?</p> <p>11 A. No, I do not have any information that they got</p> <p>12 together and discussed it, no.</p> <p>13 Q. And you don't have any information that</p> <p>14 Mr. Freeman ever told Miss Fulcher to file a false</p> <p>15 report against you?</p> <p>16 A. No, I don't have no information of that.</p> <p>17 Q. And you don't have any information that anybody</p> <p>18 at Bayhealth ever approached Miss Fulcher and told her</p> <p>19 to file a false report against you, do you?</p> <p>20 A. No.</p> <p>21 MR. WARD: Please mark this as Morris 12.</p> <p>22 (Morris Exhibit No. 12 was marked for</p> <p>23 identification.)</p> <p>24 Q. Now, Mr. Morris, it's true that Mr. Lands and</p>
71	<p>1 Q. And you never had any dispute with her prior to</p> <p>2 mid-April 2005, did you?</p> <p>3 A. No.</p> <p>4 Q. And in fact, when you were interviewed by</p> <p>5 Mr. Lands and Mr. Freeman, you admitted that you had a</p> <p>6 professional and basically cordial relationship with</p> <p>7 Miss Fulcher, right?</p> <p>8 A. No, other than anybody else, I conduct myself,</p> <p>9 I try to conduct myself as, conduct myself to the best</p> <p>10 of my ability as being a security officer with</p> <p>11 respect. I don't disrespect nobody. I try to treat</p> <p>12 everybody fair, right.</p> <p>13 Q. You're not aware of any personal motive that</p> <p>14 Miss Fulcher might have had for making a false report</p> <p>15 that you had stolen a soda, are you?</p> <p>16 A. No, I don't – I wouldn't know about that. And</p> <p>17 then when she made the statement that, that she had</p> <p>18 seen me taking a soda two or a couple weeks or</p> <p>19 something prior to that, that really blew me out of</p> <p>20 the water. Because if that was the case, why wasn't</p> <p>21 it reported then? So I'm just curious why the double</p> <p>22 clutch, why the – I didn't understand that.</p> <p>23 Q. Now, you don't have any information</p> <p>24 establishing that Mr. Lands or Mr. Freeman or anybody</p>	73	<p>1 Mr. Freeman met with you on April 13th, 2005, correct?</p> <p>2 A. Yes.</p> <p>3 Q. And the meeting took place in Mr. Lands'</p> <p>4 office?</p> <p>5 A. Yes.</p> <p>6 Q. Mr. Lewin was not present at that meeting, was</p> <p>7 he?</p> <p>8 A. I don't recall. I don't believe he was. I</p> <p>9 believe it was just Mr. Lands, Mr. Freeman, I believe.</p> <p>10 Q. And this meeting on April 13th with Mr. Freeman</p> <p>11 and Mr. Lands was the only meeting you had with</p> <p>12 anybody in Bayhealth management on April 13th,</p> <p>13 correct?</p> <p>14 A. As far as I can recall.</p> <p>15 Q. So there wasn't any April 13, 2005 interview</p> <p>16 with Mr. Lewin in his office, correct?</p> <p>17 A. Again, I'm not familiar with the dates.</p> <p>18 Q. Now, directing your attention to the April 13th</p> <p>19 meeting with Mr. Lands and Mr. Freeman, it's true that</p> <p>20 they began the interview by asking you questions about</p> <p>21 the purchase of your meal in the cafeteria on the</p> <p>22 previous evening, correct?</p> <p>23 A. Correct.</p> <p>24 Q. Previous evening being April 12th, 2005, right?</p>

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74	<p>1 A. Correct.</p> <p>2 Q. And you immediately asked if there was a</p> <p>3 problem of some kind, correct?</p> <p>4 A. Well, by them calling me in the office like</p> <p>5 that, of course, yeah, I want to know what's going on.</p> <p>6 Q. And Mr. Lands then explained to you that you'd</p> <p>7 been accused of taking a soda from the cafeteria</p> <p>8 without paying for it, correct?</p> <p>9 A. (Nodded affirmatively.)</p> <p>10 MR. NOLTE: You have to say yes or no.</p> <p>11 A. I'm sorry. Correct.</p> <p>12 Q. And you denied the accusation saying, "I am a</p> <p>13 child of God and won't steal anything," correct?</p> <p>14 A. Correct.</p> <p>15 Q. And then you gave Mr. Freeman and Mr. Lands an</p> <p>16 account of your actions on the previous evening,</p> <p>17 correct?</p> <p>18 A. The best of my ability. I also explained to</p> <p>19 them that, they had asked me these questions because,</p> <p>20 like I said, I do a lot of overtime. And the times</p> <p>21 that I would go to the kitchen and the shift may be</p> <p>22 two times sometimes. So when they asked me about a</p> <p>23 certain time what happened, what I feel happened was I</p> <p>24 got crossed up with the time that I was in the kitchen</p>	76	<p>1 Q. So around 6 or 6:30 you took the meal that you</p> <p>2 had purchased from the hospital gift shop and then you</p> <p>3 proceeded to the cafeteria where you bought more food</p> <p>4 and the bottle of water, right?</p> <p>5 A. Correct.</p> <p>6 Q. Okay. And on April 13th when you met with</p> <p>7 Mr. Lands and Mr. Freeman, you told them that prior to</p> <p>8 paying for your meal, you got a call on your radio and</p> <p>9 you had to leave the cafeteria to respond to that</p> <p>10 call, correct?</p> <p>11 A. Correct. Which may not have happened on that</p> <p>12 night that they was asking me about. Once again, I</p> <p>13 was getting my times in the cafeteria mixed up. So</p> <p>14 that may not have been the time that I was called for,</p> <p>15 I think it was a code gray. That may not have been</p> <p>16 the time, and I explained that to them at a later time</p> <p>17 when they asked me about it. I say, I'm getting my</p> <p>18 times mixed up.</p> <p>19 Q. You believe as you sit here today that you may</p> <p>20 have been confused about the facts that occurred on</p> <p>21 April 12th when you told Mr. Lands and Mr. Lewin what</p> <p>22 you'd done on April 12, correct?</p> <p>23 A. What I was saying, what I am now saying is that</p> <p>24 on April the 12th, best of my recollection, I received</p>
75	<p>1 when I did. I believe it got crossed up. So then</p> <p>2 they come back and asked me question again where I</p> <p>3 have to really think, okay, what happened.</p> <p>4 So I may have gotten the times crossed up</p> <p>5 within my own time of my long shifts and the dates. I</p> <p>6 may have got them crossed up. But this is somewhat</p> <p>7 the information that I had given them.</p> <p>8 Q. Well, you would agree, wouldn't you, that if</p> <p>9 Mr. Lands and Mr. Freeman wanted to know what you did</p> <p>10 on the previous evening, you'd be the logical person</p> <p>11 to ask, wouldn't you?</p> <p>12 A. Correct.</p> <p>13 Q. Now, you told Mr. Lands and Mr. Freeman that</p> <p>14 you had purchased a meal of chicken and dumplings from</p> <p>15 the hospital gift shop the previous evening; is that</p> <p>16 correct?</p> <p>17 A. Correct. I told them chicken and dumplings,</p> <p>18 well, I told them chicken and dumplings or beans or</p> <p>19 something. I know I received a cup of a substance</p> <p>20 from the gift shop because when I came on to work, I</p> <p>21 recall them being low, and they said they wasn't</p> <p>22 making any more. So I asked them to put the item up</p> <p>23 for me so that I could get it back around dinnertime,</p> <p>24 and I eat around 6, 6:30?</p>	77	<p>1 a cup, once again, beans or some food from the gift</p> <p>2 shop. I took it down to the cafeteria, which</p> <p>3 Mr. Freeman told me I was seen in the camera with this</p> <p>4 cup. He did tell me that much.</p> <p>5 And so when I went downstairs, I got the</p> <p>6 tray, I received more food, bottle of water and went</p> <p>7 out of the cafeteria after paying for it. Okay, I did</p> <p>8 proceed back into the cafeteria to get a Styrofoam</p> <p>9 bowl so I could warm up the substance that I had in a</p> <p>10 Styrofoam cup that I got from the gift shop.</p> <p>11 Q. For right now I just want to concentrate on</p> <p>12 what you said to Mr. Freeman and Mr. Lands on April</p> <p>13 13th on that first meeting. Now you told them that</p> <p>14 you couldn't recall the location of the dispatch the</p> <p>15 previous evening, correct?</p> <p>16 A. Okay. If you're going by this statement right</p> <p>17 here, once again, I'm going to say the same thing. I</p> <p>18 was getting my times of going to the kitchen to get</p> <p>19 food crossed up.</p> <p>20 Q. I'm not asking you about that yet. I'm just</p> <p>21 asking you what you told them on April 13th.</p> <p>22 A. I don't recall exactly what I told them.</p> <p>23 Q. Okay. But you recall that you did tell them</p> <p>24 that you had been dispatched the previous evening,</p>

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78	<p>1 correct?</p> <p>2 A. Yeah, I may have.</p> <p>3 Q. And this was while you were in the cafeteria</p> <p>4 you received a call?</p> <p>5 A. Yes.</p> <p>6 Q. And it would have been logical for them to ask</p> <p>7 where you'd been dispatched to, right?</p> <p>8 A. Yes.</p> <p>9 Q. And you told them that you gave your tray to a</p> <p>10 food service employee named Carmetta to hold for you</p> <p>11 while you responded to the call, right?</p> <p>12 A. Correct.</p> <p>13 Q. And then you told them that after you completed</p> <p>14 your dispatch, your assignment, that you returned to</p> <p>15 the cafeteria to retrieve your tray and eat your meal,</p> <p>16 correct?</p> <p>17 A. This is what I told them.</p> <p>18 Q. Right.</p> <p>19 A. This that we are discussing right now was an</p> <p>20 incident that happened. Once again, I am saying that</p> <p>21 incident happened, but when it happened, upon the</p> <p>22 interview with me from Mr. Lands and Freeman, I may</p> <p>23 have crossed up with another time.</p> <p>24 Q. You may have been confused about the times,</p>	80	<p>1 Q. That's what I'm asking.</p> <p>2 A. I don't remember. I honestly don't remember</p> <p>3 refusing to write a statement.</p> <p>4 Q. It's true, isn't it, that you never did write a</p> <p>5 statement of the accounts that took place on April 12,</p> <p>6 2005 and give that statement to Mr. Lands or</p> <p>7 Mr. Freeman, right?</p> <p>8 A. I don't recall writing a statement and giving</p> <p>9 it to them, no, I don't.</p> <p>10 Q. So your answer is that you didn't write up a</p> <p>11 statement, correct?</p> <p>12 A. I don't remember.</p> <p>13 Q. So you don't know whether one way or the other</p> <p>14 whether you --</p> <p>15 A. Whether I wrote a statement, no, I do not</p> <p>16 recall whether I wrote a statement or not. I have</p> <p>17 written stuff, I've written a lot of stuff around that</p> <p>18 time. I can't recall whether I had written a</p> <p>19 statement to give to them or not, honestly I don't.</p> <p>20 Q. Do you recall telling Mr. Freeman and Mr. Lands</p> <p>21 that you would be more than happy to read a statement</p> <p>22 that they prepared and to let them know whether you</p> <p>23 felt it was accurate?</p> <p>24 A. No, I don't remember that neither.</p>
79	<p>1 right?</p> <p>2 A. Yes, that's what I mean.</p> <p>3 Q. Now, Mr. Lands and Mr. Freeman asked you</p> <p>4 whether you had returned to the serving area, right?</p> <p>5 A. I recall them asking me that.</p> <p>6 Q. And you repeatedly insisted that you hadn't</p> <p>7 returned to the service area, correct?</p> <p>8 A. At the day that I received the, the day that I</p> <p>9 went through the line and got the call was a different</p> <p>10 time than the time that I went through the line with</p> <p>11 the food from the gift shop. They were two different</p> <p>12 times.</p> <p>13 Q. So you're saying that you understand now that</p> <p>14 the information that you gave to Mr. Lands and</p> <p>15 Mr. Freeman on April 13th was not accurate, right?</p> <p>16 A. It may not have been accurate. Once again, I</p> <p>17 was getting my times crossed up.</p> <p>18 Q. Now, Mr. Lands asked you to write a statement</p> <p>19 regarding your version of the events that had taken</p> <p>20 place on the evening of April 12th, 2005, correct?</p> <p>21 A. I recall something of that, yes.</p> <p>22 Q. And you refused to comply with Mr. Lands'</p> <p>23 request, didn't you?</p> <p>24 A. I refused to write a statement?</p>	81	<p>1 Q. So you don't remember one way or the other</p> <p>2 whether you told them that you would read a statement</p> <p>3 if they prepared one?</p> <p>4 A. No, I don't. I don't recall that.</p> <p>5 Q. And at that point Mr. Lands and Mr. Freeman</p> <p>6 concluded the interview, correct?</p> <p>7 A. Once again, I mean I see what they have written</p> <p>8 here. But I'm thinking in my own mind what happened,</p> <p>9 I recall being in his office and telling him, I mean I</p> <p>10 was in his office a couple times. He called me in</p> <p>11 there a couple times. I remember that.</p> <p>12 Q. Well, I'm talking just about the April 13th</p> <p>13 meeting. And let me try and clarify my question a</p> <p>14 little bit. It's true, isn't it, that shortly after</p> <p>15 you had the discussion with Mr. Lands and Mr. Freeman</p> <p>16 about whether or not you were going to write a</p> <p>17 statement, that the meeting was concluded, right?</p> <p>18 A. Once again, I don't recall, I don't recall</p> <p>19 that, anything about me writing a statement.</p> <p>20 Q. You testified earlier that you recalled</p> <p>21 Mr. Lands asking you to write a statement. Right?</p> <p>22 A. No, I don't recall saying anything about him</p> <p>23 having me write a statement. I remember him asking me</p> <p>24 about the situation, and I explained to him what I</p>

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82	<p>1 recall happening at the time that he was asking me</p> <p>2 about. As far as writing a report, I can't say I</p> <p>3 recall him telling me to write a report.</p> <p>4 Q. Now, you met again with Mr. Lands and</p> <p>5 Mr. Freeman the following day on April 14th, 2005,</p> <p>6 correct?</p> <p>7 A. Yes, that's what the report says.</p> <p>8 Q. Do you recall attending a meeting with</p> <p>9 Mr. Lands and Mr. Freeman on April 14th?</p> <p>10 A. Like I said, I recall having a couple meetings</p> <p>11 with them during the interview. The dates, once</p> <p>12 again, the day after, I can't say exactly it was the</p> <p>13 day after. I'm not sure with the date.</p> <p>14 Q. Okay, but the two meetings could have been on</p> <p>15 April 13th and then April 14th, correct?</p> <p>16 A. Could have been the 13th and 15th, I'm not</p> <p>17 sure.</p> <p>18 Q. Now, just going back to your April 13th meeting</p> <p>19 or the first of the two meetings with Mr. Lands and</p> <p>20 Mr. Freeman, it's true that you stated that you gave</p> <p>21 your tray to a dietary employee named Carmetta to keep</p> <p>22 your food warm, correct?</p> <p>23 A. Correct.</p> <p>24 Q. Now, in your second meeting, the meeting that</p>	84	<p>1 Mr. Lands, you told them that you had purchased bean</p> <p>2 soup, not chicken and dumplings at the gift shop on</p> <p>3 April 12, 2005, correct?</p> <p>4 A. Correct.</p> <p>5 Q. And you also admitted that you had returned to</p> <p>6 the cafeteria serving area after you paid for your</p> <p>7 original purchase, correct?</p> <p>8 A. Correct.</p> <p>9 Q. And you told them that you went back to the</p> <p>10 service area to ask a food service employee for a</p> <p>11 plastic bowl to use to heat your bean soup, right?</p> <p>12 A. That was the purpose of me getting the bowl was</p> <p>13 to heat up what I had in the cup. What they did, they</p> <p>14 put it in a Styrofoam cup in the gift shop. So I went</p> <p>15 to get a bowl so it would warm up better in a bowl</p> <p>16 other than eating it out of the cup.</p> <p>17 Q. Okay. And what you're telling me now is what</p> <p>18 you told Mr. Freeman and Mr. Lands on April 14th,</p> <p>19 correct?</p> <p>20 A. If that was the date, yes.</p> <p>21 Q. Okay. Your second meeting with Mr. Freeman and</p> <p>22 Mr. Lands, correct?</p> <p>23 A. Okay, yes.</p> <p>24 Q. Now, do you recall one way or the other whether</p>
83	<p>1 is listed on Morris 12 as having taken place on April</p> <p>2 14th, 2005, Mr. Freeman informed you that your</p> <p>3 allegation that you had been dispatched from the</p> <p>4 cafeteria to another area at Kent General on April</p> <p>5 12th, 2005 wasn't supported by Bayhealth's records,</p> <p>6 correct?</p> <p>7 A. Correct.</p> <p>8 Q. And then you told Mr. Freeman that you may have</p> <p>9 been confused and gotten the dates mixed up, right?</p> <p>10 A. Correct.</p> <p>11 Q. You also told Mr. Freeman that you had worked</p> <p>12 16-hour double shifts on April 11 and 12th, right?</p> <p>13 A. Correct. I recall telling him that I had</p> <p>14 worked overtime. The dates again, I'm not really</p> <p>15 familiar with the dates that I worked overtime.</p> <p>16 Q. So you may have been confused about those dates</p> <p>17 as well, right?</p> <p>18 A. Correct.</p> <p>19 Q. And during your second meeting with Mr. Freeman</p> <p>20 and Mr. Lands, you informed them that you had</p> <p>21 purchased bean soup rather than chicken and dumplings</p> <p>22 from the hospital gift shop, right?</p> <p>23 A. I'm sorry, I didn't hear that.</p> <p>24 Q. During your second meeting with Mr. Freeman and</p>	85	<p>1 you were asked to submit a statement in writing during</p> <p>2 your second meeting with Mr. Freeman and Mr. Lands?</p> <p>3 A. Once again, I am not sure. I may have been</p> <p>4 asked to write a statement. I am not sure.</p> <p>5 Q. I'm sorry, I didn't quite catch that. You say</p> <p>6 you're not sure whether you were asked to write a</p> <p>7 statement?</p> <p>8 A. Correct, that's what I just said. I don't</p> <p>9 recall.</p> <p>10 Q. So you may have been asked to write a</p> <p>11 statement?</p> <p>12 A. Seemed like if I was asked to write a</p> <p>13 statement, seemed like I would have wrote a statement.</p> <p>14 Whether it was after the first interview or the second</p> <p>15 interview, I don't, I just don't recall asking to</p> <p>16 write a statement. I really don't right now.</p> <p>17 MR. NOLTE: Can we take a break? It's</p> <p>18 been about two hours.</p> <p>19 MR. WARD: Sure, that's fine.</p> <p>20 (A luncheon recess was taken.)</p> <p>21 MR. WARD: Would you please mark this</p> <p>22 document as Morris 13.</p> <p>23 (Morris Exhibit No. 13 was marked for</p> <p>24 identification.)</p>

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86	<p>1 BY MR. WARD:</p> <p>2 Q. Now, Mr. Morris, when you had your interviews</p> <p>3 with Mr. Lands and Mr. Freeman in mid-April 2005, you</p> <p>4 informed them that you may have been somewhat confused</p> <p>5 about the facts regarding your evening meal on April</p> <p>6 12th, 2005 because you had worked two 16-hour shifts</p> <p>7 back to back, correct?</p> <p>8 A. Yes.</p> <p>9 Q. And your testimony now is that you may have</p> <p>10 been confused about whether or not you in fact worked</p> <p>11 two 16-hour shifts back to back, right?</p> <p>12 A. My time, again, I was getting my times crossed</p> <p>13 up, my times being in the kitchen, what I ate, what I</p> <p>14 did. I was just getting them crossed up.</p> <p>15 Q. Directing your attention to Morris 13, if you</p> <p>16 look down at the bottom of the dates, do you see where</p> <p>17 the dates that are listed, it starts with 4-01-05 and</p> <p>18 then at the bottom the document lists the date of</p> <p>19 4-13-05?</p> <p>20 A. Yes.</p> <p>21 Q. See that column of dates there?</p> <p>22 A. Yes.</p> <p>23 Q. And directing your attention to the entry for</p> <p>24 Monday, April 11, 2005, the document indicates that</p>	88	<p>1 A. Correct.</p> <p>2 MR. WARD: Please mark this as Morris 14.</p> <p>3 (Morris Exhibit No. 14 was marked for</p> <p>4 identification.)</p> <p>5 Q. Mr. Morris, have you spoken to any of the</p> <p>6 individuals listed in Morris 14 regarding the</p> <p>7 allegation that you had stolen a soda from the</p> <p>8 Bayhealth cafeteria?</p> <p>9 A. Yes, I had spoke with, I had spoke with, at the</p> <p>10 time that I put in my appeal for refusal of</p> <p>11 unemployment, figured I may need some witnesses. So I</p> <p>12 had talked to Martha Hudson. And I had spoke with</p> <p>13 Carmetta, Carmetta, I think she's called, I spoke with</p> <p>14 her. Only two people I really spoke with.</p> <p>15 Q. And when did you speak with Martha Hudson?</p> <p>16 A. Somewhere around the time after they had</p> <p>17 approached me about the soda, or shortly sometime</p> <p>18 there after I was accused of taking the soda, because</p> <p>19 I know that she was sitting down there.</p> <p>20 Q. What did you say to Miss Hudson?</p> <p>21 A. Excuse me. I asked her did she recall anything</p> <p>22 of what I had, what I had to eat or drink that night.</p> <p>23 Q. And she told you that she did not recall what</p> <p>24 you had eaten or had to drink that night, correct?</p>
87	<p>1 you were scheduled for an eight-hour shift and worked</p> <p>2 an eight-hour shift, correct?</p> <p>3 A. Correct.</p> <p>4 Q. And then on Tuesday, April 12, 2005, you were</p> <p>5 scheduled for an eight-hour shift but worked a 16-hour</p> <p>6 shift, right?</p> <p>7 A. Correct.</p> <p>8 Q. So then it's true, isn't it, that you did not</p> <p>9 work two 16-hour shifts back to back immediately prior</p> <p>10 to April 12th, 2005, right?</p> <p>11 A. Right.</p> <p>12 Q. And it's also true, isn't it, that when you</p> <p>13 entered the cafeteria on April 12th, 2005, in the 6 to</p> <p>14 6:30 time frame, you were about 10 hours into your</p> <p>15 16-hour shift that day, right?</p> <p>16 A. What date was that, sir?</p> <p>17 Q. On April 12th.</p> <p>18 A. Correct, something like that, 10 hours, yes.</p> <p>19 So I had been in the kitchen morning, lunch, the third</p> <p>20 time at 6, around 6:00. So it was like three times in</p> <p>21 that day I had been in the kitchen on the 12th.</p> <p>22 Q. Now, Mr. Morris, you are aware that Mr. Lands</p> <p>23 and Mr. Freeman interviewed several of your co-workers</p> <p>24 regarding the allegation that you had stolen a soda?</p>	89	<p>1 A. Yes, she told me that, she told me that I</p> <p>2 didn't have no soda, she said that I had water.</p> <p>3 Q. She told you that she didn't see you with soda,</p> <p>4 correct?</p> <p>5 A. Right, correct.</p> <p>6 Q. And Miss Holding, what did you say to her?</p> <p>7 A. I'm trying to think, did I talk to Carmetta at</p> <p>8 the time of this incident or the time when I was told</p> <p>9 that she wasn't charging me properly for my food. I</p> <p>10 don't remember what I said to her, because she wasn't,</p> <p>11 she wasn't sitting with us that day. I don't recall</p> <p>12 what I may have said to Carmetta, but I do remember</p> <p>13 speaking to Carmetta when Mr. Lands mentioned to me</p> <p>14 about her not charging me fully for my food or</p> <p>15 something.</p> <p>16 Q. When did Mr. Lands meet with you and tell you</p> <p>17 that Miss Holding was not charging you properly for</p> <p>18 your food?</p> <p>19 A. It was, date wise, I could not tell you how</p> <p>20 long it was prior to my determinate -- my termination.</p> <p>21 Q. Do you think it was a month or more prior?</p> <p>22 A. Yes. Yes, I think, I believe it was a month or</p> <p>23 more.</p> <p>24 Q. You think it was more than two months prior to</p>

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90	<p>1 your termination?</p> <p>2 A. Not sure, sir.</p> <p>3 Q. Did Mr. Lands call you to his office or did he</p> <p>4 speak with you somewhere else?</p> <p>5 A. To his office.</p> <p>6 Q. And specifically what did he say to you?</p> <p>7 A. That it was reported to him that -- I don't</p> <p>8 know if he said her name, he may have said her name.</p> <p>9 But wasn't charging me properly for my food when I go</p> <p>10 down to the cafeteria, something like that. I can't</p> <p>11 remember.</p> <p>12 Q. I'm sorry, go ahead.</p> <p>13 A. I can't remember word for word what he said to</p> <p>14 me.</p> <p>15 Q. Did he allege that you had engaged in any kind</p> <p>16 of misconduct?</p> <p>17 A. Excuse me?</p> <p>18 Q. Did he say to you that you had engaged in any</p> <p>19 misconduct?</p> <p>20 A. He just said what he, somebody had told him.</p> <p>21 He was telling me about it, and I explained my</p> <p>22 situation to him. When I go to the cafeteria, I get a</p> <p>23 tray, I get what I get, go through the line and the</p> <p>24 person tell me what I owe them. That's what I do</p>	92	<p>1 A. Yes.</p> <p>2 Q. And how are you aware of that?</p> <p>3 A. From the, from the paperwork that I have read,</p> <p>4 that she was one of the ones that was interviewed.</p> <p>5 Q. Didn't Miss Holding tell you that she was</p> <p>6 interviewed?</p> <p>7 A. I don't recall what the conversation was,</p> <p>8 whether she told me or not. I really don't.</p> <p>9 Everything is like running together. I don't recall</p> <p>10 if she told me or not.</p> <p>11 Q. Didn't you talk to her because you knew she was</p> <p>12 interviewed?</p> <p>13 A. I talked to her in regards that I was -- that</p> <p>14 she was accused -- that Marvin Lands told me that she</p> <p>15 was not charging me properly for my food.</p> <p>16 Q. Did you ever talk to her about the allegation</p> <p>17 against you that you had stolen a soda?</p> <p>18 A. I may have, sure. I may have.</p> <p>19 Q. And why would you have spoken to her?</p> <p>20 A. Because I felt that I'm being falsely accused</p> <p>21 of something. So I was trying to find out what was</p> <p>22 going on. I'm trying to put this puzzle together. I</p> <p>23 know she worked down there.</p> <p>24 Q. Do you know whether she supported your story</p>
91	<p>1 every day.</p> <p>2 Q. And there were no further discussions with</p> <p>3 Mr. Lands about the issue of Miss Holding improperly</p> <p>4 charging you for your food?</p> <p>5 A. Not that I recall.</p> <p>6 Q. So you weren't disciplined in any way as a</p> <p>7 result of this allegation that Miss Holding wasn't</p> <p>8 charging you properly for your food, correct?</p> <p>9 A. No, I was not.</p> <p>10 Q. Do you know whether Miss Holding was</p> <p>11 disciplined?</p> <p>12 A. No, I do not.</p> <p>13 Q. Miss Holding is African-American, isn't she?</p> <p>14 A. Correct.</p> <p>15 Q. And you're aware that when interviewed, Miss</p> <p>16 Holding didn't support your story that you had given</p> <p>17 her your tray of food to hold for you on April 12,</p> <p>18 correct?</p> <p>19 MR. NOLTE: Objection as to form. You can</p> <p>20 answer.</p> <p>21 A. Could you repeat that?</p> <p>22 Q. Okay. Are you aware that Miss Holding was</p> <p>23 interviewed regarding the allegation that you had</p> <p>24 stolen a soda?</p>	93	<p>1 that you had given her your tray of food to hold for</p> <p>2 you on April 12th?</p> <p>3 A. No, I don't know if she supported --</p> <p>4 Q. Didn't that come up in your meeting with</p> <p>5 Mr. Lands regarding termination?</p> <p>6 A. Yes, once again, this, to me, the same thing as</p> <p>7 I said earlier, when Mr. Lands and Mr. Freeman asked</p> <p>8 me what happened, once again, my time frame had got</p> <p>9 mixed up. So what I said and what I did, it happened,</p> <p>10 it just happened at different times than I said.</p> <p>11 Did you understand that phrase?</p> <p>12 Q. I think I did, yes. Basically you're saying</p> <p>13 that you were simply confused about the events and on</p> <p>14 which dates they took place, correct?</p> <p>15 A. Correct. But they did happen. I was in the</p> <p>16 cafeteria line at one time getting something, I recall</p> <p>17 giving my tray to Carmetta. It may not have been on</p> <p>18 the date and time that I said, but once again, these</p> <p>19 incidents happened. They were not made-up stuff.</p> <p>20 They happened. I just have the time crossed up, mixed</p> <p>21 up, that's all.</p> <p>22 Q. Would you agree that the only day that was</p> <p>23 really relevant to the allegation against you was</p> <p>24 April 12, 2005?</p>

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94	<p>1 A. Yes.</p> <p>2 MR. NOLTE: Objection as to form.</p> <p>3 A. Well, the statement you just made about the</p> <p>4 only day that important, I mean since we've been here</p> <p>5 it's been everything else but this day. So now it's</p> <p>6 this day.</p> <p>7 Q. Would you agree with me that the only events</p> <p>8 that Mr. Freeman and Mr. Lands were interested in were</p> <p>9 the events that took place on April 12, 2005?</p> <p>10 A. Correct, when I was supposedly been reported of</p> <p>11 taking something on the 12th, yes.</p> <p>12 Q. And when they met with you, they asked you only</p> <p>13 what happened on April 12th, 2005, correct?</p> <p>14 A. Correct.</p> <p>15 Q. They didn't want to know what happened on other</p> <p>16 days, did they?</p> <p>17 A. Correct.</p> <p>18 Q. And they didn't ask about what happened on</p> <p>19 other dates, did they?</p> <p>20 A. Correct. But I gave them the information that</p> <p>21 I had caught myself remembering at that time.</p> <p>22 MR. WARD: Please mark this as Morris 15.</p> <p>23 (Morris Exhibit No. 15 was marked for</p> <p>24 identification.)</p>	96
95	<p>1 Q. Now, Mr. Morris, Mr. Lands met with you to</p> <p>2 inform you of your termination on April 26, 2005,</p> <p>3 correct?</p> <p>4 A. Correct.</p> <p>5 Q. And does the document we've marked as Morris 15</p> <p>6 accurately reflect the substance of your conversation</p> <p>7 with Mr. Lands on that date?</p> <p>8 A. Somewhat, maybe the words, it's kind of tricky</p> <p>9 here the way I read it.</p> <p>10 Q. Is there anything in this document that you</p> <p>11 feel is inaccurate?</p> <p>12 A. About this not being serious, the way I'm</p> <p>13 reading the statement about it not being serious, I</p> <p>14 didn't believe the incident to be serious. That</p> <p>15 statement was I didn't believe, I didn't believe him</p> <p>16 when he asked me about, when he made the statement, I</p> <p>17 didn't think that he was serious about what he said,</p> <p>18 not about the incident being serious.</p> <p>19 Q. What was it that you thought he wasn't serious</p> <p>20 about?</p> <p>21 A. When he mentioned to me about, that it was</p> <p>22 reported to him about me taking a soda out of the</p> <p>23 kitchen.</p> <p>24 Q. So your testimony is that you initially thought</p>	97

1 that he wasn't serious, but by April 26th, 2005, you

2 did believe the incident was serious?

3 A. I don't understand what you're saying.

4 Q. Okay, let me try a different question. You

5 testified that when you were initially informed that

6 there was an allegation that you had stolen a soda,

7 that you didn't think Mr. Lands was serious, right?

8 A. Correct.

9 Q. Did you think he was joking?

10 A. Yeah.

11 Q. Why would he joke about an allegation that you

12 had stolen something?

13 MR. NOLTE: Objection as to form.

14 Instruct the witness not to answer.

15 MR. WARD: Strike that.

16 Q. Why do you think he was joking?

17 A. I'm not one to steal. I don't have to steal

18 anything. I keep money in my pocket, and once again,

19 I know enough people. I've been working in that

20 hospital for five years. I work a lot of overtime.

21 At any given time I have a dollar in my pocket for

22 soda. I don't have to steal anything. That's why

23 when he said it to me, I was shocked by it. I was

24 very shocked by it. And I did not believe that.

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98	<p>1 Q. So the answer to my question is yes, you did</p> <p>2 say to Mr. Lands, "Didn't Martha tell you I had</p> <p>3 ordered a drink," right?</p> <p>4 A. Well, by my reading the report, again, we going</p> <p>5 back to a couple years ago. I may have. I don't</p> <p>6 remember what all exactly that I said.</p> <p>7 Q. So you're not sure one way or the other, right?</p> <p>8 A. Correct.</p> <p>9 Q. Is there anything else in Morris 15 that you</p> <p>10 feel is inaccurate?</p> <p>11 A. About the incident of Carmetta taking my tray,</p> <p>12 if it wasn't on the 12th that she could support it</p> <p>13 that it did happen. And when it did, other than</p> <p>14 acting like that it didn't really happen. And where</p> <p>15 in the third paragraph Miss Fulcher said that I took</p> <p>16 grape juice probably approximately two weeks earlier</p> <p>17 that was reported.</p> <p>18 Q. Well, it doesn't say anything in Morris 15</p> <p>19 about whether what Miss Fulcher allegedly saw was</p> <p>20 reported, does it?</p> <p>21 A. Well, no, it doesn't. It doesn't say if it was</p> <p>22 reported or not, no, it doesn't.</p> <p>23 Q. And it's true that Mr. Lands informed you that</p> <p>24 actually Fulcher had said that she was watching you</p>	100	<p>1 Q. Now, I note that the date on this document is,</p> <p>2 the date in the box for the employee's signature is</p> <p>3 April 25th, 2005. Is it possible that your</p> <p>4 termination meeting was held on April 25th, 2005</p> <p>5 rather than April 26th, 2005?</p> <p>6 A. I don't recall what date it was. I'm sure I</p> <p>7 have it documented somewhere in my paperwork.</p> <p>8 Q. Excuse me?</p> <p>9 A. I'm sure I have it documented somewhere in my</p> <p>10 paperwork. I'm not exactly sure what date it was.</p> <p>11 Q. Mr. Morris, we served a request for production</p> <p>12 of documents to you that asked you to produce all of</p> <p>13 the documents that were related to your charge, to</p> <p>14 your claim against Bayhealth. Are you telling me that</p> <p>15 you have paperwork that was not produced?</p> <p>16 A. I'm saying I'm sure I wrote it down whatever</p> <p>17 day it was that I was terminated.</p> <p>18 Q. Well, you just told me you have that date</p> <p>19 written down in your paperwork, right?</p> <p>20 A. I mean I say I have it written down somewhere</p> <p>21 what day it was.</p> <p>22 Q. Well, where is that document?</p> <p>23 A. I don't know.</p> <p>24 MR. NOLTE: Just for purposes of the</p>
99	<p>1 because she saw you took a bottle of grape juice</p> <p>2 approximately two weeks earlier, right?</p> <p>3 A. Correct.</p> <p>4 Q. And it's true that Mr. Lands informed you that</p> <p>5 Carmetta had told him that she did not take your tray</p> <p>6 on April 12th, 2005, correct?</p> <p>7 A. Only, correct, she said she did not take it on</p> <p>8 April 12th, correct.</p> <p>9 Q. Anything else in Morris 15 that you feel is</p> <p>10 inaccurate?</p> <p>11 A. No.</p> <p>12 MR. WARD: Please mark this as Morris 16.</p> <p>13 (Morris Exhibit No. 16 was marked for</p> <p>14 identification.)</p> <p>15 Q. Mr. Morris, Morris 16 is the termination notice</p> <p>16 that you were given when you were advised of the</p> <p>17 termination of your employment with Bayhealth,</p> <p>18 correct?</p> <p>19 A. Correct.</p> <p>20 Q. Do you recall being asked to sign this</p> <p>21 document?</p> <p>22 A. Correct.</p> <p>23 Q. Did you refuse to sign it?</p> <p>24 A. Correct.</p>	101	<p>1 record, the document that we produced to you this</p> <p>2 morning has the April 25th date on it.</p> <p>3 MR. WARD: I am aware of that. But</p> <p>4 Mr. Morris is talking about paperwork which to me</p> <p>5 infers that there is more than one document involved,</p> <p>6 and I'm just trying to find out whether in fact there</p> <p>7 is more than one document involved.</p> <p>8 THE WITNESS: No, there's no more than one</p> <p>9 document.</p> <p>10 Q. So just the document your attorney produced for</p> <p>11 me this morning, that's the extent of your paperwork?</p> <p>12 A. That's where I wrote the truth down at.</p> <p>13 Q. That's where you wrote your account of the</p> <p>14 truth, correct?</p> <p>15 A. Account, correct.</p> <p>16 MR. WARD: Morris 17, please.</p> <p>17 (Morris Exhibit No. 17 was marked for</p> <p>18 identification.)</p> <p>19 Q. Mr. Morris, you were aware that under</p> <p>20 Bayhealth's corrective action policy theft was a</p> <p>21 terminal offense, correct?</p> <p>22 A. Correct.</p> <p>23 Q. And Bayhealth's policies, including the</p> <p>24 corrective action policy that we've marked as Morris</p>

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102	<p>1 17 were available to you online, correct?</p> <p>2 A. Online?</p> <p>3 Q. Yeah.</p> <p>4 A. No.</p> <p>5 Q. No? They were available to you in the human</p> <p>6 resources office, though, weren't they?</p> <p>7 A. I remember seeing this pamphlet right here.</p> <p>8 Q. Excuse me?</p> <p>9 A. I recall seeing this pamphlet right here.</p> <p>10 Q. So then you were familiar with --</p> <p>11 A. Who gave it to me, I'm not sure who gave it to</p> <p>12 me. But I recall this pamphlet here.</p> <p>13 Q. So you were familiar with Bayhealth's</p> <p>14 corrective action policy, correct?</p> <p>15 A. Yes.</p> <p>16 Q. Mr. Morris, you're also aware that the position</p> <p>17 of security officer is a position that involves a</p> <p>18 significant amount of responsibility, correct?</p> <p>19 A. Yes.</p> <p>20 Q. Are you aware that Bayhealth previously</p> <p>21 discharged a white male security officer for stealing</p> <p>22 a pen?</p> <p>23 A. Am I --</p> <p>24 Q. Are you aware that Bayhealth previously</p>	104	<p>1 A. Correct, correct.</p> <p>2 Q. So the address is correct, right?</p> <p>3 A. Correct.</p> <p>4 Q. So you don't recall one way or the other</p> <p>5 whether you received the letter from Mr. Feinour</p> <p>6 marked May 9, 2005?</p> <p>7 A. Accurately, no, I cannot say that for sure that</p> <p>8 I did. I would have to double check before I sit here</p> <p>9 and say I did.</p> <p>10 Q. Well, you filed a further appeal of your</p> <p>11 discharge, didn't you?</p> <p>12 A. I was told I had three steps to go through, and</p> <p>13 I went through the three steps.</p> <p>14 Q. Well, the only reason to go to the next step is</p> <p>15 if Mr. Feinour affirms your discharge, right?</p> <p>16 A. Could you repeat that?</p> <p>17 Q. I said the only reason you would have had to go</p> <p>18 to the next step of the appeal procedure would be if</p> <p>19 Mr. Feinour affirmed your discharge, right?</p> <p>20 A. Want to make sure I understand what you're</p> <p>21 saying. If Mr. Feinour affirmed my appeal, so you're</p> <p>22 saying that he rejected it?</p> <p>23 Q. No, no. What I'm saying, okay, let me try and</p> <p>24 make this easy. At some point after you filed the</p>
103	<p>1 discharged a white male security officer for the theft</p> <p>2 of a pen?</p> <p>3 A. Yes, I was aware of that.</p> <p>4 Q. Now, you were also aware that you had the right</p> <p>5 to appeal your termination under Bayhealth's problem</p> <p>6 resolution policy, right?</p> <p>7 A. Correct.</p> <p>8 MR. WARD: This is Morris 18.</p> <p>9 (Morris Exhibit No. 18 was marked for</p> <p>10 identification.)</p> <p>11 Q. Mr. Morris, the first page of the document we</p> <p>12 have marked as Morris 18 is your step 3 written appeal</p> <p>13 to Mr. Terry Feinour, Senior Vice President of</p> <p>14 Corporate Services, correct?</p> <p>15 A. Correct.</p> <p>16 Q. And the second and third pages of Morris 18 are</p> <p>17 a letter from Mr. Feinour to you dated May 9th, 2005</p> <p>18 affirming your discharge, correct?</p> <p>19 A. Correct.</p> <p>20 Q. And you received a copy of the second and third</p> <p>21 pages of Morris 18 in the mail, correct?</p> <p>22 A. I would have to double check.</p> <p>23 Q. Do you live at 107 Davis Circle, Dover,</p> <p>24 Delaware?</p>	105	<p>1 document which is the first page of Morris 18, you</p> <p>2 learned that Mr. Feinour had affirmed your discharge</p> <p>3 and denied your appeal, correct?</p> <p>4 A. Correct.</p> <p>5 Q. Okay. So then you further appealed your</p> <p>6 discharge under Bayhealth's problem resolution policy,</p> <p>7 correct?</p> <p>8 A. Correct.</p> <p>9 MR. WARD: This is Morris 19.</p> <p>10 (Morris Exhibit No. 19 was marked for</p> <p>11 identification.)</p> <p>12 Q. Mr. Morris, the first page of the document</p> <p>13 we've marked as Morris 19 is your step 4 written</p> <p>14 appeal to the chief operating officer of Bayhealth</p> <p>15 Medical Center, correct?</p> <p>16 A. Correct.</p> <p>17 Q. The individual who held that position at the</p> <p>18 time of your discharge was Terence Murphy, correct?</p> <p>19 A. Correct.</p> <p>20 Q. And step 4 is the fourth and final step in the</p> <p>21 appeal procedure at Bayhealth Medical Center, correct?</p> <p>22 A. Correct. Mr. Lewin was there also.</p> <p>23 Q. Excuse me?</p> <p>24 A. I said Mr. Lewin was there also.</p>

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106	<p>1 Q. Mr. Lewin was where also?</p> <p>2 A. At this, when I was up at Terry Murphy's. At</p> <p>3 each one of my levels, second and third, Mr. Lewin was</p> <p>4 there.</p> <p>5 Q. Did you meet with Terry Feinour prior to his</p> <p>6 making the decision on your appeal? Going back to</p> <p>7 your previous step in discipline, did you meet with</p> <p>8 Terry Feinour --</p> <p>9 A. Prior to --</p> <p>10 Q. -- before he issued a decision on the appeal?</p> <p>11 A. No, no.</p> <p>12 Q. Do you recall how you found out that</p> <p>13 Mr. Feinour had affirmed your discharge and denied</p> <p>14 your appeal?</p> <p>15 A. Apparently through the mail, apparently I did</p> <p>16 get a copy of that to continue my appeal.</p> <p>17 Q. Did you meet with Mr. Murphy regarding your</p> <p>18 appeal to him of your discharge?</p> <p>19 A. Yes, I did, I met with him.</p> <p>20 Q. And was your testimony earlier that Mr. Lewin</p> <p>21 was also present at this meeting?</p> <p>22 A. Yes, Mr. Lewin was present at both hearings.</p> <p>23 My last two hearings Mr. Lewin was there, yes.</p> <p>24 Q. I'm sorry? Say that again.</p>	108
107	<p>1 A. My last two final hearings at Bayhealth,</p> <p>2 Mr. Lewin was present at them.</p> <p>3 Q. Okay. So you're saying then with regard to</p> <p>4 your step 3 discharge, the previous -- excuse me, your</p> <p>5 step 3 appeal, there was a meeting with Bayhealth</p> <p>6 management regarding your step 3 appeal, the one that</p> <p>7 was ultimately denied by Mr. Feinour?</p> <p>8 A. I went over to the Charter Building, I believe</p> <p>9 they call it the Charter Building, with Feinour -- I</p> <p>10 get the two mixed up. But I went over to the Charter</p> <p>11 Building, I remember that seemed like step 2 of the</p> <p>12 appeal, I believe. The first one is like with your</p> <p>13 director or whatever. The second one was over to the</p> <p>14 Charter Building where, once again, Mr. Feinour and</p> <p>15 I'm not sure if it was Terry Murphy or, but then I had</p> <p>16 to go back to the administrative building for a</p> <p>17 hearing.</p> <p>18 And we sat there and talked, and then</p> <p>19 Mr. Lewin came in later into that one also. So I was</p> <p>20 before Mr. Lewin on both those appeals. Do you</p> <p>21 understand?</p> <p>22 Q. So after your termination meeting with</p> <p>23 Mr. Lands, how many more meetings did you attend with</p> <p>24 members of Bayhealth management?</p>	109

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110	<p>1 A. Correct.</p> <p>2 Q. And there were no other witnesses, were there?</p> <p>3 A. Correct.</p> <p>4 Q. So it was pretty much a he-said-she-said</p> <p>5 situation, wasn't it?</p> <p>6 A. That's the way I felt about it, sir.</p> <p>7 Q. Now, you had initially claimed that you were</p> <p>8 dispatched while getting your food on April 12, 2005,</p> <p>9 right?</p> <p>10 A. Correct, once again, other stories got crossed</p> <p>11 up.</p> <p>12 Q. And ultimately you were informed that</p> <p>13 Bayhealth's record didn't support your story that you</p> <p>14 had been dispatched on April 12th, right?</p> <p>15 A. Correct.</p> <p>16 Q. So you changed your version of the events that</p> <p>17 took place on April 12th, 2005, right?</p> <p>18 MR. NOLTE: Objection as to form. But he</p> <p>19 can answer.</p> <p>20 A. I gave the information that I felt was correct.</p> <p>21 Q. Let me ask a different question. After you</p> <p>22 were informed that Bayhealth's record didn't support</p> <p>23 your story that you'd been dispatched on April 12,</p> <p>24 2005, you indicated to Mr. Lands and Mr. Freeman that</p>	112	<p>1 Q. Mr. Lands informed you that Miss Holding didn't</p> <p>2 support your story that you had given her your tray on</p> <p>3 April 12, 2005, right?</p> <p>4 A. Correct.</p> <p>5 MR. NOLTE: Objection as to form.</p> <p>6 Q. Mr. Lands told you that Miss Holding had told</p> <p>7 him that you had not given her your tray to hold on</p> <p>8 April 12th, 2005, correct?</p> <p>9 MR. NOLTE: I don't want to -- we covered</p> <p>10 this once. It's been asked and answered.</p> <p>11 MR. WARD: Well, you've been objecting to</p> <p>12 form, so I'm trying to ask it in a way that's not</p> <p>13 objectionable.</p> <p>14 MR. NOLTE: My objection as to form is</p> <p>15 your characterization in terms of support --</p> <p>16 MR. WARD: Okay, that's why I asked it</p> <p>17 differently. I got you.</p> <p>18 BY MR. WARD:</p> <p>19 Q. Okay, Mr. Morris, I'm just trying to get this</p> <p>20 one fact on the record. Mr. Lands told you that he</p> <p>21 had spoken to Carmetta Holding regarding your</p> <p>22 allegation that she had taken the tray on April 12,</p> <p>23 2005, right?</p> <p>24 A. Correct.</p>
111	<p>1 the dispatch may have occurred on a different date,</p> <p>2 correct?</p> <p>3 A. Correct.</p> <p>4 Q. Now, you also claim that you worked two 16-hour</p> <p>5 overtime shifts in a row on April 11th and April 12th,</p> <p>6 2005, correct?</p> <p>7 A. I made that statement, but once again, my</p> <p>8 timing was crossed up.</p> <p>9 Q. So once again, that turned out not to be true,</p> <p>10 didn't it?</p> <p>11 A. Correct.</p> <p>12 Q. And as you're aware, your principal witness,</p> <p>13 Miss Holding, didn't support your story that you had</p> <p>14 given her your tray on April 12th, 2005, correct?</p> <p>15 A. My what witness?</p> <p>16 Q. Your witness, Carmetta Holding. You are aware</p> <p>17 that she didn't support your story that you had given</p> <p>18 her your tray on April 12th, 2005, right?</p> <p>19 MR. NOLTE: Objection as to form. But you</p> <p>20 can answer.</p> <p>21 A. I'm not saying she was my witness. They</p> <p>22 requested her. I'm not saying she was my witness. I</p> <p>23 told them what, the information that I thought was</p> <p>24 correct at the time.</p>	113	<p>1 Q. Okay. And he told you that Miss Holding had</p> <p>2 denied that she had taken your tray on April 12, 2005,</p> <p>3 correct?</p> <p>4 A. That's what I read that she had said, yes.</p> <p>5 Q. And your explanation for the discrepancy was</p> <p>6 that you may have been confused as to the dates,</p> <p>7 correct?</p> <p>8 A. The time, the exact time that it happened,</p> <p>9 correct.</p> <p>10 Q. So that she may have taken your tray, but it</p> <p>11 was on a different day than April 12, 2005?</p> <p>12 A. Correct.</p> <p>13 Q. Okay. Now, as far as you know, Ashley Fulcher</p> <p>14 didn't make any statements to Mr. Lands that wound up</p> <p>15 being contradicted by Bayhealth's records, did she?</p> <p>16 MR. NOLTE: Objection as to form.</p> <p>17 A. I'm not understanding that.</p> <p>18 Q. Okay, let me try a different way.</p> <p>19 In your complaint you allege that you were</p> <p>20 replaced by a retired police officer, correct?</p> <p>21 A. I was under the -- I guess I was told somewhere</p> <p>22 by someone that after I was terminated that they had</p> <p>23 hired an ex-police officer, yes.</p> <p>24 Q. Let me try and make this easier for you.</p>

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114	<p>1 MR. WARD: Please mark this exhibit as</p> <p>2 Morris 20.</p> <p>3 (Morris Exhibit No. 20 was marked for</p> <p>4 identification.)</p> <p>5 Q. Mr. Morris, Morris 20 is the complaint that you</p> <p>6 filed in this lawsuit, correct?</p> <p>7 A. Correct.</p> <p>8 Q. And you read this complaint before it was</p> <p>9 filed, didn't you?</p> <p>10 A. Correct.</p> <p>11 Q. Directing your attention to paragraph 17 of the</p> <p>12 complaint, which is on the third page of the</p> <p>13 complaint, you indicate in paragraph 17 that, "In</p> <p>14 early March 2005, at about the same time as the</p> <p>15 initial questioning, by defendant, of the incidents</p> <p>16 that occurred prior to plaintiff's start at Bayhealth</p> <p>17 Medical Center, a retired Caucasian police officer</p> <p>18 contacted plaintiff's supervisor, Dave Freeman</p> <p>19 regarding employment." Correct?</p> <p>20 A. Correct.</p> <p>21 Q. How did you know that a retired Caucasian</p> <p>22 police officer contacted your supervisor?</p> <p>23 A. Well, this date may not be correct. At the</p> <p>24 time when this Caucasian retired police officer came,</p>	116	<p>1 A. No, after he left Dave Freeman came out and may</p> <p>2 have stated that he was in for a interview or</p> <p>3 something, how I retrieved that information. Once</p> <p>4 again, I was downstairs. I was there.</p> <p>5 Q. So you were there, correct?</p> <p>6 A. Yes.</p> <p>7 Q. And Mr. Freeman told you that the individual</p> <p>8 had come in for an interview regarding employment, is</p> <p>9 that what you're saying?</p> <p>10 A. He may not have told me. I may have overheard</p> <p>11 the conversation. You understand? Down in the</p> <p>12 control room people talk, you understand? They don't</p> <p>13 have to be talking directly to you in order for you to</p> <p>14 hear.</p> <p>15 Q. So Mr. Freeman may have told you directly or</p> <p>16 you may have overheard him talking with someone else?</p> <p>17 A. Correct, that the gentleman was in to be</p> <p>18 interviewed for a position, correct.</p> <p>19 Q. Now, no one told you at that time that this</p> <p>20 individual was in seeking employment as a control</p> <p>21 center officer, did they?</p> <p>22 A. Control center officer --</p> <p>23 Q. Operator, excuse me. In other words, no one</p> <p>24 told you that this individual was interviewing for</p>
115	<p>1 I was still working. So on March 2055, I wasn't</p> <p>2 there. So therefore, this was prior. I happened to</p> <p>3 be down in the control room at the time when this</p> <p>4 gentleman came in to be interviewed by Dave Freeman.</p> <p>5 That's how I knew that. So the date, that date is not</p> <p>6 correct.</p> <p>7 Q. How do you know that the individual who came in</p> <p>8 to talk to Mr. Freeman was a police officer -- or</p> <p>9 excuse me, strike that -- a retired police officer?</p> <p>10 A. I'm trying to think who gave me that</p> <p>11 information. One of the officers from down there told</p> <p>12 me that he was a retired police officer.</p> <p>13 Q. What was the name of that officer?</p> <p>14 A. Don't remember who told me.</p> <p>15 Q. And --</p> <p>16 A. I don't remember who told me. Excuse me?</p> <p>17 Q. Go ahead.</p> <p>18 A. I don't remember who told me.</p> <p>19 Q. And how do you know that this individual</p> <p>20 contacted Mr. Freeman regarding employment?</p> <p>21 A. I was there. I was there at the time that he</p> <p>22 came in to talk to Dave Freeman.</p> <p>23 Q. So did you ever overhear the conversation</p> <p>24 between him and Dave Freeman?</p>	117	<p>1 your position, did they?</p> <p>2 A. No.</p> <p>3 Q. So you don't know what position that person was</p> <p>4 interviewing for, do you?</p> <p>5 A. I guess you're correct.</p> <p>6 Q. Now, you state in paragraph 17 of your</p> <p>7 complaint, "At the time there were no open positions."</p> <p>8 Correct?</p> <p>9 A. When I was there, correct, there was no</p> <p>10 opening.</p> <p>11 Q. Now you testified earlier that a constable by</p> <p>12 the name of Harvey Scott resigned prior to your</p> <p>13 termination, correct?</p> <p>14 A. Correct.</p> <p>15 Q. And you indicated that you agree with me that</p> <p>16 his resignation would have created an open constable</p> <p>17 position, right?</p> <p>18 A. Correct.</p> <p>19 Q. So in fact, there was at least one open</p> <p>20 position in March 2005, wasn't there?</p> <p>21 A. Let me think now. I'm trying to think who else</p> <p>22 might have came in. Because if you took -- you was</p> <p>23 telling me who was there and you told me that Harvey</p> <p>24 left, I'm trying to think who else may have been hired</p>

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118	<p>1 around that time for it not to be no openings. Don't</p> <p>2 remember.</p> <p>3 Q. So you're not sure whether there were any open</p> <p>4 positions or not, are you?</p> <p>5 A. I guess you have a point.</p> <p>6 Q. Now, you state in paragraph 18 in your</p> <p>7 complaint that, "After plaintiff was terminated, the</p> <p>8 same retired police officer was hired and put into</p> <p>9 plaintiff's position." Correct?</p> <p>10 A. Correct.</p> <p>11 Q. What was the name of that retired police</p> <p>12 officer?</p> <p>13 A. Don't know what his name was. I was gone at</p> <p>14 that time.</p> <p>15 Q. So you can't identify the individual who you</p> <p>16 allege replaced you?</p> <p>17 A. Repeat that question.</p> <p>18 Q. So you cannot identify the individual who you</p> <p>19 claim to have replaced you?</p> <p>20 A. If I seen him I probably could identify him.</p> <p>21 Q. As you sit here today --</p> <p>22 A. By name, by name I could not give you a name.</p> <p>23 Q. You cannot give me a name today?</p> <p>24 A. No.</p>	120	<p>1 house open, because he knows my credibility. I'm not</p> <p>2 the type to take anything. I don't have to, once</p> <p>3 again. And a soda, so I just asked that it was looked</p> <p>4 into properly.</p> <p>5 Just don't, just don't take somebody's</p> <p>6 word and you're not sure and decide well, how I'm</p> <p>7 going to weigh this. Well, it's possible chance that</p> <p>8 they could have done it, you know, I mean you don't</p> <p>9 have no concrete evidence. So therefore, you throw my</p> <p>10 life out the window. My life, my kids' life,</p> <p>11 everybody's life that's under me by me being the head</p> <p>12 of my family and my kids, and I just think that a</p> <p>13 quality decision was not made, a quality investigation</p> <p>14 was not made.</p> <p>15 And so I just caught myself sticking with</p> <p>16 what I could. That's the only thing I could with what</p> <p>17 was going on. And everybody just seemed like they</p> <p>18 didn't want to listen to me that I did not do it.</p> <p>19 Q. So it's your opinion that Miss Fulcher's</p> <p>20 eyewitness account was not concrete evidence, correct?</p> <p>21 A. Oh, I know it wasn't concrete.</p> <p>22 Q. But Bayhealth certainly felt that that was</p> <p>23 concrete evidence, didn't it?</p> <p>24 A. Apparently with the outcome, that's what</p>
119	<p>1 Q. Now, your only claim in this lawsuit is that</p> <p>2 you were discharged so that Bayhealth could hire a</p> <p>3 white retired police officer to replace you, correct?</p> <p>4 A. No, no, that's not what it was based upon. It</p> <p>5 was based upon not having concrete evidence of me</p> <p>6 taking the soda and not paying for it. Pretty much.</p> <p>7 And --</p> <p>8 Q. So it's your -- go ahead.</p> <p>9 A. And that everyone from, from the director of</p> <p>10 security, human resources, the appealing, superiors,</p> <p>11 everyone not really looking into the situation from</p> <p>12 one person saying that I took something that they</p> <p>13 could not identify, don't know anything about it.</p> <p>14 Just making the statement that I took something that,</p> <p>15 don't know what it looked like. Don't have a clue.</p> <p>16 And for everyone to listen to that side and not</p> <p>17 justify their reasons for terminating me, okay?</p> <p>18 Mr. Lands knew my credibility. That's why</p> <p>19 I asked him, "Is it true that I've been working for</p> <p>20 you for four and a half, almost five years?" He said,</p> <p>21 "Yes." That I have perfect attendance, that I come to</p> <p>22 work, work overtime. Okay, he knows my credibility.</p> <p>23 I've been to Mr. Lands' house before and done work for</p> <p>24 him, and he was actually getting ready to leave his</p>	121	<p>1 Bayhealth's outcome was, once again, I say prior to</p> <p>2 this happening with the questions, well, hey, hey, all</p> <p>3 these questions about, "Well, what happened here?</p> <p>4 What happened here? Somebody said that you not being</p> <p>5 fully charged."</p> <p>6 Seems like things led up to this. I'm on</p> <p>7 the receiving end, so this is the way that I perceived</p> <p>8 it. I'm on the receiving end. So this is what</p> <p>9 happened. And then all of a sudden, you come in one</p> <p>10 day and somebody say, "Somebody said you took a soda."</p> <p>11 Q. Mr. Morris, you've testified today repeatedly</p> <p>12 that you changed your story about being dispatched on</p> <p>13 April 12, 2005, right?</p> <p>14 A. I testified that I got my timing crossed up</p> <p>15 from one way or another. But the story that I have</p> <p>16 given, the testimony that I have given did actually</p> <p>17 happen. I got them crossed up, but that doesn't make</p> <p>18 the truth any, any different.</p> <p>19 Q. And you also change your story regarding the</p> <p>20 type of food you bought at the hospital gift shop,</p> <p>21 right? First it was chicken and dumplings, then it</p> <p>22 was bean soup, right?</p> <p>23 A. Okay, in the statement it did. Once again, I</p> <p>24 got it, got the stories crossed up. If I was</p>

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122	<p>1 getting -- I may have got the beans from the gift shop</p> <p>2 and the chicken and dumplings downstairs. I don't</p> <p>3 know.</p> <p>4 Apparently, like when I was questioned, I</p> <p>5 was just upset, I don't know. I just -- but my</p> <p>6 stories got crossed up. But there is not one story</p> <p>7 that I gave them about giving the tray to Carmetta,</p> <p>8 about the beans from the gift shop, about eating</p> <p>9 chicken and dumplings, about having water, none of</p> <p>10 that that is not true. All that is the truth.</p> <p>11 The timing, the timing that I got mixed up</p> <p>12 is what I'm hearing is making people to believe that I</p> <p>13 actually stole the soda because I got my timings mixed</p> <p>14 up.</p> <p>15 Q. So you were mixed up about the dispatch, you</p> <p>16 were mixed up about the type of food that you got from</p> <p>17 the hospital gift shop, and you were mixed up about</p> <p>18 the overtime shifts that you worked, correct?</p> <p>19 A. Oh, that would have been said all in one</p> <p>20 statement. Yeah.</p> <p>21 Q. It's true, isn't it?</p> <p>22 A. That's true that I was mixed up, okay.</p> <p>23 Q. Are you aware are you aware of Miss Fulcher</p> <p>24 changing her story at all?</p>	124	<p>1 Q. I not only understand what you're saying, I</p> <p>2 don't believe it's responsive to my question. What I</p> <p>3 asked you was when you repeatedly change your story,</p> <p>4 do you believe that helped your credibility or hurt</p> <p>5 it?</p> <p>6 A. Well, you said I changed my story. Once again,</p> <p>7 I said I was just tired and I got my stories crossed</p> <p>8 up. I am a human being and I was just tired, I guess,</p> <p>9 and I got my timing mixed up.</p> <p>10 Q. I'll ask the question again. When you</p> <p>11 repeatedly changed your story regarding the events of</p> <p>12 April 12, 2005, do you feel that that helped your</p> <p>13 credibility or hurt it?</p> <p>14 A. I feel that it hurt it due to the outcome.</p> <p>15 Q. Now, other than the information that you've</p> <p>16 given us today, do you have any other information</p> <p>17 supporting your claim that you were discharged on the</p> <p>18 basis of your race?</p> <p>19 A. Once again, once again, a black man's</p> <p>20 supposedly take a soda, a Caucasian person says that</p> <p>21 he stole the soda, everybody that gets to hear about</p> <p>22 the black man taking the soda and the Caucasian person</p> <p>23 report it, everybody is Caucasian also. So who's in</p> <p>24 favor?</p>
123	<p>1 A. I don't know what Miss Fulcher did. I only</p> <p>2 know what I read. I didn't talk to Miss Fulcher.</p> <p>3 Q. Given that you repeatedly changed your story,</p> <p>4 why are you surprised that Bayhealth chose to believe</p> <p>5 Miss Fulcher instead of you?</p> <p>6 A. Why do I believe Bayhealth believe Fulcher</p> <p>7 instead of me? Is that what your question is?</p> <p>8 Q. I'm saying, given the fact that you changed</p> <p>9 your story about numerous details in your account of</p> <p>10 the events that took place on April 12, 2005, why are</p> <p>11 you surprised that Bayhealth chose to believe Miss</p> <p>12 Fulcher instead of you?</p> <p>13 A. Because it's just not me. I don't steal. I</p> <p>14 didn't steal anything. That's why. I didn't, it</p> <p>15 didn't happen.</p> <p>16 Q. When you repeatedly change your story, do you</p> <p>17 think that helps your credibility or hurts it?</p> <p>18 A. Well, if I, if I said you took something, what</p> <p>19 do I have to prove and what do you have to prove once</p> <p>20 I said you took it, it's I said that you took it. You</p> <p>21 got to prove that you didn't. So regardless what you</p> <p>22 say, if they don't come up with any evidence, did you</p> <p>23 or did you not do it? Do you understand what I'm</p> <p>24 saying? If they don't find what I said that you took.</p>	125	<p>1 In fact, I had Mr. Lewin talk to me like</p> <p>2 he actually seen me take the soda. I really felt</p> <p>3 bitter about that.</p> <p>4 Q. Did Mr. Lewin tell you that he'd seen you take</p> <p>5 the soda?</p> <p>6 A. No, I said I had him talk to me like he</p> <p>7 actually seen me take the soda.</p> <p>8 Q. Did he tell you that he'd been in the hospital</p> <p>9 cafeteria on April 12, 2005?</p> <p>10 A. I don't remember anything whether he said he</p> <p>11 was there or not.</p> <p>12 Q. He never told you he saw you take the soda, did</p> <p>13 he?</p> <p>14 A. No, no, no. I say he talked to me as if he saw</p> <p>15 me take a soda.</p> <p>16 Q. Well, how could he do that if he never saw you</p> <p>17 take the soda?</p> <p>18 A. That's what I want to know. I'm sorry you</p> <p>19 don't favor me either. I'm just saying, I'm just --</p> <p>20 Q. Mr. Morris?</p> <p>21 A. Yes?</p> <p>22 Q. It's true, isn't it, that you were the only</p> <p>23 uninsurable -- and this is with regard to auto</p> <p>24 insurance -- the only uninsurable member of the</p>

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126	<p>1 security department, correct?</p> <p>2 A. Correct.</p> <p>3 Q. Okay. And it's true, isn't it, that you had</p> <p>4 not been certified as a healthcare security officer,</p> <p>5 correct?</p> <p>6 MR. NOLTE: Objection as to form. I think</p> <p>7 he's already answered that question.</p> <p>8 Q. You can answer.</p> <p>9 A. Do I have to?</p> <p>10 Q. Yes.</p> <p>11 A. If I haven't received certificate as you said I</p> <p>12 was supposed to have, I had not received that. So...</p> <p>13 Q. And you were also denied DELJIS privileges,</p> <p>14 right?</p> <p>15 A. Correct.</p> <p>16 Q. Okay. So those were three reasons that</p> <p>17 Mr. Lands or Mr. Freeman could have cited as a reason</p> <p>18 to terminate your employment, correct?</p> <p>19 MR. NOLTE: Objection as to form.</p> <p>20 A. I disagree.</p> <p>21 Q. Well, you testified earlier that you thought</p> <p>22 the denial of DELJIS privileges was a factor in the</p> <p>23 termination of your employment, right?</p> <p>24 A. Prior to the DELJIS, prior to the DELJIS, that</p>	128	<p>1 over by the coffee machine where she said she was at</p> <p>2 one time, and then one time she was at the cash</p> <p>3 register, if I had something to the right side of me,</p> <p>4 what was it? Was it a bowl or was it a soda? They</p> <p>5 don't know that. To this day they don't know that.</p> <p>6 Q. They only know what she told them, right?</p> <p>7 A. She only know what they told.</p> <p>8 Q. And if it was a 7-Up instead of a Pepsi, it</p> <p>9 really wouldn't make a difference would it?</p> <p>10 A. It would make a difference if it wasn't a soda</p> <p>11 at all to me and my family.</p> <p>12 Q. But you are aware that Miss Fulcher did report</p> <p>13 that what you walked out of the cafeteria with was a</p> <p>14 soda, right?</p> <p>15 A. That's what she reported. Did that make it</p> <p>16 right? Sir?</p> <p>17 Q. I'm the one asking questions today.</p> <p>18 MR. NOLTE: He doesn't have to answer</p> <p>19 questions.</p> <p>20 THE WITNESS: Okay, I'm sorry.</p> <p>21 MR. WARD: I'm just going to meet with my</p> <p>22 client very quickly, and then we may have another</p> <p>23 question or two, we may not.</p> <p>24 (A brief recess was taken.)</p>
127	<p>1 was, that was part of it maybe. There was other</p> <p>2 things that led up to that, and once again, I say I</p> <p>3 was called down prior to somebody not charging me the</p> <p>4 full amount when I go through the cafeteria. There</p> <p>5 was other things that led up to that.</p> <p>6 Q. Now, Mr. Lands could have made the decision to</p> <p>7 terminate you and replace you with someone who could</p> <p>8 have been insured with Bayhealth's auto accident</p> <p>9 insurance carrier, correct?</p> <p>10 MR. NOLTE: Objection. My client has no</p> <p>11 way of knowing that.</p> <p>12 A. I don't know. I guess Mr. Lands could do</p> <p>13 whatever he wanted to as the director. I just truly</p> <p>14 feel as if a person in the position of dealing with</p> <p>15 people and reviewing dealt with a person for four or</p> <p>16 five years, that you should somewhat know their</p> <p>17 character and investigate a situation more properly</p> <p>18 than they did.</p> <p>19 Q. So what could they have done besides what they</p> <p>20 did in terms of the investigation?</p> <p>21 A. Well, because I got my words crossed up, you're</p> <p>22 standing on that. But the accuser did not know the</p> <p>23 kind, did not know anything. All she stated that I</p> <p>24 have something on the side of my leg. And if she was</p>	129	<p>1 BY MR. WARD:</p> <p>2 Q. Now, Mr. Morris, just a couple more questions</p> <p>3 for you. You testified earlier that you felt that</p> <p>4 Bayhealth's investigation of the allegation against</p> <p>5 you was not sufficiently thorough, correct?</p> <p>6 A. Right.</p> <p>7 Q. Now, you had two chances to tell your side of</p> <p>8 the story, right?</p> <p>9 A. Back on the 13th you're talking about?</p> <p>10 Q. I'm talking about your two interviews with</p> <p>11 Mr. Freeman and Mr. Lands.</p> <p>12 A. Yes, I guess I did have.</p> <p>13 Q. And you're aware that Bayhealth talked to</p> <p>14 several other individuals to get their account of the</p> <p>15 events and to find out what those people saw on April</p> <p>16 12th, 2005, correct?</p> <p>17 A. Correct.</p> <p>18 Q. Can you think of anybody, as you sit here</p> <p>19 today, that Bayhealth should have interviewed but</p> <p>20 didn't?</p> <p>21 A. Well, no, other than the people that I was</p> <p>22 sitting with. They are the only ones that was there.</p> <p>23 It's not like the cafeteria was packed at 6:00 in the</p> <p>24 evening. It's only a chosen few down there. And I</p>

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130	<p>1 told them who sat with me. So due to the fact there's</p> <p>2 only a handful of people, which is ES people and one</p> <p>3 security officer downstairs, I could not speak of</p> <p>4 anyone else on the other side of that cash register</p> <p>5 that was in the cafeteria, like I said, no other than</p> <p>6 five or six people, the main ones sitting at my table</p> <p>7 that they could interview, no.</p> <p>8 Q. And you're aware that Bayhealth did interview</p> <p>9 several people, correct?</p> <p>10 A. Correct.</p> <p>11 Q. So you cannot name anyone as you sit here today</p> <p>12 that Bayhealth should have interviewed but didn't?</p> <p>13 A. Well, they interviewed Martha Hudson. She was</p> <p>14 sitting right there. Jeannine, she was from ES. Of</p> <p>15 course she said nothing. I can't make anyone say</p> <p>16 anything.</p> <p>17 Q. Okay, I don't think you're hearing my question</p> <p>18 properly. What I'm asking you is, is there anybody</p> <p>19 that you believe Bayhealth should have interviewed but</p> <p>20 didn't? I'm not asking you about who Bayhealth did</p> <p>21 interview.</p> <p>22 A. Once again, the question that I'm getting from</p> <p>23 you is the person that they interviewed would have to</p> <p>24 be somebody on the other side of the cash register</p>	132	<p>1 What I'm saying is the investigation did not go well</p> <p>2 at all, because if it did, they would have found out</p> <p>3 that I did not take a soda.</p> <p>4 MR. WARD: I have nothing further.</p> <p>5 MR. NOLTE: I think we will read. That's</p> <p>6 it.</p> <p>7 (The deposition concluded at 2:59 p.m.)</p> <p>8 INDEX</p> <p>9 Deponent: NATHANIEL MORRIS, JR. Page</p> <p>By Mr. Ward..... 2</p> <p>10 EXHIBITS</p> <p>Morris: Page</p> <p>11 1 4 Pg. Job Offer Confirmation 8</p> <p>2 General Orientation Record 15</p> <p>12 3 3 Pg. Personnel Action Request 17</p> <p>4 12 Pg. Position Description/Performance 20</p> <p>13 Review, Position No. 8160.328</p> <p>5 13 Pg. Position Description/Performance 28</p> <p>14 Review, Position No. 8160.339</p> <p>6 Photocopy of Healthcare Security Patch 46</p> <p>15 7 15 Pg. Performance Appraisal, 4/22/03 50</p> <p>8 15 Pg. Performance Appraisal, 4/22/04 52</p> <p>16 9 3/23/05 DELJIS Letter 58</p> <p>10 Criminal Record of Nathaniel A. Morris 63</p> <p>17 11 4 Pg. Employment Report 66</p> <p>12 2 Pg. 4/18/05 Letter 72</p> <p>18 13 4 Pg. Pay Category Breakdown 85</p> <p>14 2 Pg. Employee Interviews 88</p> <p>19 15 Disciplinary Action Notes 94</p> <p>16 2 Pg. Employee Corrective Action Record 99</p> <p>20 17 16 Pg. Corrective Action 101</p> <p>18 3 Pg. Resolution of Work Related Issues/ 103</p> <p>21 Concerns Form, 4/26/05</p> <p>19 2 Pg. Resolution of Work Related Issues/ 105</p> <p>22 Concerns Form, 5/16/05</p> <p>20 Complaint 114</p> <p>23</p> <p>24</p>
131	<p>1 from the time I walked past the cash register with the</p> <p>2 soda. So therefore, there was nobody else, as I just</p> <p>3 said, that ES and security, which is myself, that was</p> <p>4 on that side to see what I had. I told them who was</p> <p>5 sitting with me.</p> <p>6 Q. So your answer, if I understand it, is that</p> <p>7 there is no one that Bayhealth should have interviewed</p> <p>8 but didn't, correct?</p> <p>9 A. Not that I know of.</p> <p>10 Q. So isn't it true, Mr. Morris, that your</p> <p>11 dissatisfaction with the investigation isn't really</p> <p>12 based on the thoroughness of the investigation, but</p> <p>13 rather the outcome, correct?</p> <p>14 A. Yeah, it's still the thoroughness, yeah, it is</p> <p>15 the thoroughness.</p> <p>16 Q. You think it's the thoroughness, even though</p> <p>17 you can't name a single person that Bayhealth should</p> <p>18 have spoken to and didn't?</p> <p>19 A. They spoke to who they spoke to. They spoke to</p> <p>20 who they spoke to. What happened happened. What</p> <p>21 didn't happen did not. We can sit here and go through</p> <p>22 another ton of words. I'm just a basic, simple guy.</p> <p>23 I'm not maybe intelligent like you. I can't sit here</p> <p>24 and go on and on and on with words. I get burnt out.</p>	133	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6 Replace this page</p> <p>7 with the Errata Sheet</p> <p>8 after it has been</p> <p>9 completed and signed</p> <p>10 by the Deponent</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

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1 CERTIFICATE
2 STATE OF DELAWARE)

3 NEW CASTLE COUNTY)
4 CERTIFICATE OF REPORTER

5 I, Julie H. Parrack, Registered Professional
6 Reporter and Notary Public, do hereby certify that
7 there came before me on the 5th day of June, 2007, the
8 deponent herein, NATHANIEL MORRIS, JR., who was duly
9 sworn by me and thereafter examined by counsel for the
10 respective parties; that the questions asked of said
11 deponent and the answers given were taken down by me
12 in Stenotype notes and thereafter transcribed by use
13 of computer-aided transcription and computer printer
14 under my direction.

15 I further certify that the foregoing is a true
16 and correct transcript of the testimony given at said
17 examination of said witness.

18 I further certify that I am not counsel,
19 attorney, or relative of either party, or otherwise
20 interested in the event of this suit.

21
22 Julie H. Parrack, RMR, CRR
23 Certification No. 102-RPR
24 (Expires January 31, 2008)

DATED: _____

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28:11,12 34:11 34:20,22 83:11 83:14,15 86:6 86:10 87:1,5 92:23 111:4 122:18 worker 70:24 working 27:3 32:9 36:2 37:12 70:4 96:19 115:1 119:19 worn 46:19 wouldn't 33:18 37:13 56:21 71:16 75:8,11 128:9 wound 113:14 write 16:7 79:18 79:24 80:3,4 80:10 81:16,21 81:23 82:3 85:4,6,10,12 85:16 writing 80:8 81:19 82:2 85:1 97:6 written 7:16,18 41:18 80:17,17 80:18 81:7 97:7 100:19,20 103:12 105:13 wrote 7:19 80:15 80:16 85:13 100:16 101:12 101:13 www.wilfet.com 1:24 X X 132:8,10 Y yeah 53:21 56:23 66:7,7 70:7 74:5 78:2 96:10 102:3	122:20 131:14 131:14 year 20:16 28:3 34:15 40:23,24 44:7,8 52:23 years 6:16 23:7 44:5 96:20 98:5 119:20 127:16 \$ \$10.66 11:15,21 \$11.03 11:17,21 0 05 21:19 06-290 1:5 1 1 8:22,23 10:19 10:23 11:3 12:8,15 14:12 16:19,21 18:12 21:13 22:2,8 26:10,13 29:4 30:15 51:20 52:18 108:11 132:11 10 53:13,15,19 56:9 63:22,23 64:2 65:12,18 87:14,18 132:16 10:31 1:10 101 132:20 1010 1:14 102-RPR 134:16 103 132:20 105 132:21 107 103:23 11 8:19 50:24 53:21 66:8,9 83:12 86:24 132:17 11th 111:5 11-13-00 16:7 11:45 17:14	1105 1:9 114 132:22 12 38:20 72:21 72:22 76:22 80:5 83:1 84:3 87:4 91:17 93:24 94:9 110:8,23 112:3 112:22 113:2 113:11 121:13 123:10 124:12 125:9 132:12 132:17 12th 73:24 76:21 76:24 79:20 83:5,12 86:6 87:10,13,17,21 93:2 94:11,13 97:16 98:12 99:6,8 110:14 110:17 111:5 111:14,18 112:8 129:16 13 73:15 85:22 85:23 86:15 132:13,18 13th 14:6,9 73:1 73:10,12,18 76:6 77:13,21 79:15 81:12 82:15,16,18 97:12 129:9 1330 1:23 14 53:10 88:2,3 88:6 132:18 14th 82:5,9,15 83:2 84:18 15 66:13 94:22 94:23 95:5 97:1 98:9,18 99:9 132:11,15 132:15,19 15th 82:16 16 8:5 99:12,13 99:15 132:19 132:20 16-hour 83:12	86:6,11 87:5,9 87:15 111:4 17 26:13 53:10 101:16,17 102:1 114:11 114:13 117:6 132:12,20 18 51:20 103:8,9 103:12,16,21 105:1 118:6 132:20 19 9:17 105:9,10 105:13 132:21 19406 1:17 1958 6:18 19801 1:23 19805 1:14 1995 65:3,13 1998 65:14 2 2 10:19,23 11:3 12:15 15:13,14 15:17 16:11 22:8,13 24:14 29:23,24 30:7 30:9,17 107:11 108:8,11 132:9 132:11,17,18 132:19,21 2nd 11:10 52:12 52:22 2:59 132:7 20 114:2,3,5 132:12,22 200 1:17 2000 8:19 14:6,9 2001 16:14 17:1 21:8 34:15 2003 51:6,8 53:1 2004 11:10 52:12,22 53:6 53:19 2005 33:9 66:13 71:2 73:1,15 73:24 79:20 80:6 82:5 83:2	83:5 84:3 86:3 86:6,24 87:4 87:10,13 93:24 94:9,13 95:2 96:1 99:6 100:3,4,5 103:17 104:6 109:4,10 110:8 110:17,24 111:6,14,18 112:3,8,23 113:2,11 114:14 117:20 121:13 123:10 124:12 125:9 129:16 2006 8:5 2007 1:10 134:6 2008 134:16 2055 115:1 21 1:14 22nd 51:7 65:13 23rd 65:3,13 24 5:20 6:16,18 25th 100:3,4 101:2 26 95:2 26th 96:1 97:12 97:16,17 100:5 28 132:13 3 3 17:17,18,21 103:12 107:4,5 107:6 108:7,9 132:12,12,20 3/23/05 132:16 3:45 17:14 302 1:23 31 134:16 4 4 1:10 20:22,23 21:1,4 22:2 24:14 25:20 26:2,3,7 27:9 105:13,20
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Morris v. Bayhealth Medical Center

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108:21 109:9	72 132:17			
132:11,12,17				
132:18	<u>8</u>			
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4-13-05 86:19	56:9 109:4,10			
4/18/05 132:17	132:11,15			
4/22/03 132:15	80 9:24			
4/22/04 132:15	8160.328 132:13			
4/26/05 132:21	8160.339 132:14			
40 10:3,12	85 132:18			
46 132:14	88 132:18			
<u>5</u>	<u>9</u>			
5 21:19 26:1,10	9 58:19,20,23			
28:17,18,23	104:6 132:16			
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51:20 53:8	99 132:19			
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52 132:15				
58 132:16				
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26:3,5 46:4,5,8				
47:5 75:24				
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63 132:16				
655-0477 1:23				
66 132:17				
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51:15,20,24				
53:8 132:15				
7-Up 128:8				
7034 7:8				



Tel 302 674-4700

Bayhealth Medical
 Kent General Hospital
 640 South State Street
 Dover, DE 19901

JOB OFFER CONFIRMATION

NAME: Nathaniel Morris
 JOB TITLE: Security Officer
 DEPARTMENT: Security
 SUPERVISOR: Don Tinnel
 PAY RATE PER HOUR: \$8.98
 DIFFERENTIALS: \$1.10 evening/night/weekend
 SHIFT: 4 - 12 pm
 STATUS: FT 80
 STARTING DATE: November 11, 2000
 BENEFIT STATUS: Eligible for full benefits
 PAY DAY: Bi-weekly (EVERY OTHER FRIDAY IN YOUR HOME DEPARTMENT)
 SPECIAL COMMENTS: NA

ORIENTATION INFORMATION

You will attend General Orientation on November 13, 2000 in Kent - PDR 1-2-3 from 8 a.m. to 4:30 p.m. Please arrive at 7:50 a.m. Business casual dress is permitted (*Denim scrubs and jeans are not permitted.*) You may attend orientation on the next listed date providing you have been fully cleared by Employee Medical Services.

Please note:

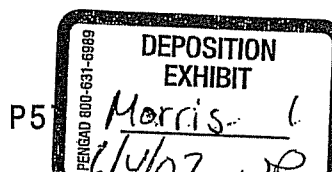
- * > New Employees must be cleared by Employee Health before starting work.
- > You may be scheduled to work other shifts and/or locations according to policy.
- > Employment offers are contingent on clearance by Employee Health, the receipt of satisfactory work references, state Letters, Abuse Registry checks, security clearances, including OIG sanction reports, verification of required licensure, certification and proof of educational requirements.
- > Falsification of any Bayhealth document, including, but not limited to: application, pre-employment health history form, records completed during the workday will result in immediate disciplinary action, which may include termination.
- > Employment and compensation may be terminated with or without cause, and with or without notice, at any time, at the discretion of either Bayhealth Medical Center, Inc., or the employee.

Nathaniel Morris 11/7/2000
 Employee Signature Date

Ronda Moore 11/7/00
 Human Resources Signature Date

Copy to: Employee, Personnel File, Department Director

rev. 06/1999, 11/1999



Bayhealth Medical Center Salary History Processor

Tue Jul 05, 2005 10:53 am

Ent	Emp No	Employee Name	Div	Fac	Department	Soc Sec		
10	H121999	MORRIS, NATHANIEL A.	IS	KG	8160	220-66-4544		
ge:01		Position-----	Salary Chg		Type	Hourly Rate-----		
	Eff Date	Ent	Department	JC	Nbr	New	Previous	
(1)	05/02/04	10	8160	0324	010	MERIT INCREASE	11.0300	10.6600
(2)	05/02/04	10	8160	0328	010	MERIT INCREASE	10.5300	10.1600
(3)	07/13/03	10	8160	0324	010	ALTERNATE POSIT	10.6600	0.0000
(4)	05/04/03	10	8160	0328	010	MERIT INCREASE	10.1600	9.8600
(5)	05/05/02	10	8160	0328	010	MERIT INCREASE	9.8600	9.5700
(6)	05/06/01	10	8160	0328	010	PROMOTION	9.5700	8.9800
(7)	11/11/00	10	8160	0329	010	NEW HIRE	8.9800	0.0000

Enter choice--

Bayhealth Medical Center Position Control Processor

Tue Jul 05, 2005 10:53 am

Ent	Emp No	Employee Name	Div	Fac	Department	Soc Sec
10	H121999	MORRIS, NATHANIEL A	IS	KG	8160	220-66-4544
7	Entity	2 Department	3	Job Class/Position Number	4	Priority
10		8160 SECURITY		0328/010 OPERATOR, CONTROL CEN		1

----- CURRENT PAY INFORMATION -----

5	Shift Rate Code	6	Primary Shift	7	Pay Grade	8	Pay Step
	03 PAY GRADES 19-23		01 WEEKDAY DAY		21 PAY GRA		MAX MAXIMUM
9	Hrs - Last Incr	10	Ben Elig	11	OT Elig	12	Shift Elig
			Yes		Yes		Yes
			Yes		Yes		No
14	Rate Effect Date	15	Effect CY	16	Effect PP	17	Salary Type
	05/02/2004		2004		11		MI MERIT INCREASE
18	Hourly Rate	19	Annual Salary	20	Supplemental Rate		
	10.5300		0.00		0.0000		
21	On-Call Rate	22	Charge Rate	23	Float Rate		
	3.5000		0.0000		0.0000		
24	Additive Rate Codes		Grp	Basis	Amount	Percent	

Press NL--

12- 9-05;18:20 Bayhealth HR

Bayhealth Medical Center Location/Hire Processor

Tue Jul 05, 2005 10:52 am

Ent	Emp No	Employee Name	Div	Fac	Department	Soc Sec
10	H121999	MORRIS, NATHANIEL A	IS	KG	8160	220-66-4544
	Employee Status	2	Employee Status Reason	3	Status Change Date	
	T TERMINATED		IN INVOLUNTARY		05/05/2005	
	Work Status	5	Edit By	6	Edit Date/Time	
	F FULL TIME		NORWOOD, DEBBIE		05/19/2005 1756	
7	Hire Date	8	Rehire Date	9	Cont Serv Date	10
	11/11/2000				11/11/2000	Prob End Date
						02/11/2001
11	Term Date	12	Prev Term Date	13	LOA From Date	14
	04/25/2005					LOA To Date
15	Contract Dt	16	Co Sen Dt	17	User Date 1	18
			11/11/2000			User Date 2
						User Date 3
20	Benefit Plan	Bene Serv Plan	Serv Dt	Earn Dt	P/I Avail	Hr
	PTO PAID TIME OFF	NON MANAGEMENT	11/11/2000	02/09/2001	No	0.00
	SIC EXTENDED SICK	NON MANAGEMENT	11/11/2000	02/09/2001	No	250.40

Press NL--

GENERAL ORIENTATION RECORD

NAME: Nathaniel Morris
(Please print)

This orientation record will become a part of your Human Resources file.

KEY HUMAN RESOURCES INFORMATION and PROCEDURES

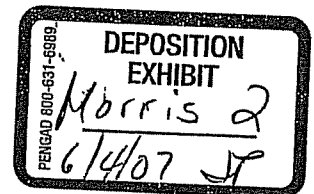
- ☒ Mission Statement
- ☒ Confidentiality Statement
- ☒ Patient Rights
- ☒ JCAHO Information
- ☒ Time Sheet
- ☒ Bi-weekly pay period and Over-time
- ☒ Personnel Action Request and Change of Address
- ☒ Exit Interview and Clearance Procedure

POLICIES

- ☒ Location of Bayhealth Policies and Procedures
- ☒ Employee's Rights in the Provision of Patient Care
- ☒ Corrective Disciplinary Procedure
- ☒ Problem Resolution
- ☒ Sexual Harassment
- ☒ Substance Abuse
- ☒ Personal Appearance & Dress Code
- ☒ Paid Time Off
- ☒ Meal/Coffee/Smoking Policy
- ☒ Work Related Injuries
- ☒ Leave of Absence - FMLA (Family & Medical Leave Act)
- ☒ Probation Period, Evaluation Process & Annual Pay increases
- ☒ Job Posting/Transfer

HUMAN RESOURCE BENEFITS & GENERAL INFORMATION

- ☒ (EAP) Employee Assistance Program
- ☒ Employee Recognition
- ☒ Bayhealth Communication Tools



I acknowledge that a Human Resources' Representative discussed each of the above items in General Orientation. I understand that policies may be revised at any time without notice at the discretion of Bayhealth Medical Center.

Questions regarding any of the topics covered should be addressed to either my supervisor or Human Resources for clarification.

Nathaniel Morris 11/13/00
Signature and date

(word\gocklst rev12/99)

PERSONNEL ACTION REQUEST

EMPLOYEE'S NAME MORRIS NATHANIEL A
LAST FIRST M.I.EMPLOYEE # 121999DEPARTMENT NAME SECURITYDEPT. # 8160POSITION TITLE OFFICER FACILITY KENTEFFECTIVE DATE 6 MAY 01 DATE COMPLETED 24 APR 01

	FROM:	TO:
<input type="checkbox"/> RATE CHANGE	8.98	9.57
<input checked="" type="checkbox"/> GRADE	19	20
<input checked="" type="checkbox"/> POSITION #	322	328
<input checked="" type="checkbox"/> TITLE	Security Officer	Security Controller
<input type="checkbox"/> BASIC HOURS		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> NAME		
<input type="checkbox"/> ADDRESS		
<input type="checkbox"/> TELEPHONE		
<input type="checkbox"/> OTHER		
<input type="checkbox"/> LEAVE OF ABSENCE		
<input type="checkbox"/> FMLA		
REASON/REMARKS: <u>Promotion - Change review date to 05/06/02.</u>		

<input type="checkbox"/> TERMINATION	FAR BELOW	BELOW	MEETS	ABOVE	FAR ABOVE
Work Quality					
Work Quantity					
Job Knowledge					
Interpersonal Skills					
Attendance					
ELIGIBLE FOR REHIRE? <input type="checkbox"/> Yes <input type="checkbox"/> No					
REASON/REMARKS:					

AUTHORIZATION:

 DEPARTMENT HEAD [Signature]
 HUMAN RESOURCES [Signature]
 VICE PRESIDENT [Signature]
 EMPLOYEE SIGNATURE [Signature]

1070420W

Bayhealth Medical Center, Inc.

Promotional Increase Worksheet

Employee Name NATE MorrisEmployee # 121999**FROM:**Security 8160

Dept. Name Dept. Number

Security Officer 329

Job Title Job Code

Present Hourly Rate 8.98Pay Grade 19**TO:**Security 8160

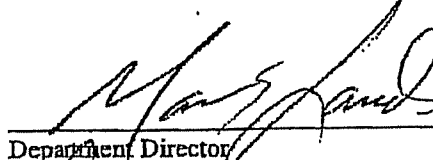
Dept. Name Dept. Number

Security Controller 328

Job Title Job Code

New Hourly Rate 9.57Pay Grade 20**(For Promotional Increase Only)**

- | | | |
|-----|---|----------------|
| 1. | Current Rate | \$ <u>8.98</u> |
| 2. | Performance Rating | <u>meets</u> |
| 3. | Recommended Merit Increase Percent (using merit guidelines) | <u>3</u> % |
| 4. | # of Months Since Last Increase | <u>5</u> |
| 5. | Prorated Merit Increase Percent
[(Line 3 Divided by 12 mos.) x Line 4] | <u>.015</u> % |
| 6. | Current Pay Rate Plus Prorated Merit Increase
[(100% + Line 5) x Line 1] | <u>9.11</u> |
| 7. | New Zone of New Grade | <u>2</u> |
| 8. | Number of Grades from Current Grade to New Grade | <u>1</u> |
| 9. | Refer to Promotional Increase Guidelines | |
| 10. | Promotional Increase Percent | <u>5</u> % |
| 11. | New Rate [(100% + Line 10) x Line 6] | <u>9.57</u> |
| 12. | Next Review Date | <u>5-6-02</u> |


 Department Director

Date

5-7-01

 Vice President

Date

5-8-01

Manager, Compensation/Benefits

Date

Vice President, Human Resources

Date

Schneider 05/15/01

Bayhealth Medical Center, Inc.
New Hire/Interim - Transfer/Job Classification Change
Performance Appraisal

Review Occasion

✓

Employee Name: Nathaniel Morris	Promotion	X
Department: Security	Transfer & Job Class Change	
Position Title: Officer	New Hire	
	Other	

Review Period: From / / To / /

Performance Factors (1)	5 Far Above/ Exceptional	4 Above/ Commendable	3 Meets/ Competent	2 Below/Needs Improvement	1 Far Below	Numerical Equivalent (1-5)
Required Factors						
Quality			X			
Quantity			X			
Job Knowledge		X				
Interpersonal Skills			X			
Cooperation and support of organization and dept. mission, values and objectives			X			
Optional Factors						
Leadership						
Other						
Attainment of Individual Goals						
					Subtotal	16
(Subtotal divided by number of factors)					Average	3.2
Punctuality and Attendance (2) (only used as factor if far above or below)						
					Total	
(Total divided by number of factors)					Average	
Evaluator Comments: Mr. Morris has earned his promotion through hard work, attention to details in reports and his dedication to the job.						
Supervisory Comments:						
Employee Comments:						

Employee Signature _____ Date _____

Signature of Evaluator

Date

Department Director

Date

- (1) Definitions based on department and position needs; attach backup covering competency evals and other
 (2) Requires perfect attendance or reliability excessively beyond norm for Far Above. Far Below expectations requires concurrent disciplinary action.

BAYHEALTH MEDICAL CENTER**POSITION DESCRIPTION/PERFORMANCE REVIEW****CONTROL CENTER OPERATOR**

Bayhealth Medical Center, Inc.
Dover, Delaware

Position Number 8160.328

PART I - JOB IDENTIFICATION

Position Summary: Supervises all on duty Security Officers/Constables at the Kent Campus and St. Jones. Monitors fire alarm systems, infant abduction systems, and duress alarms for both hospital campuses, including alarms at eleven off site facilities and dispatches Security Officers/Constables or notifies the appropriate outside agency as necessary. Monitors surveillance cameras for both campuses and off site facilities. During activation of the Emergency Operation Center, the Controller assumes duties as the senior Security representative until relieved by the Director or Manager of the department. Directs the transportation of psychiatric patients, equipment and other materials between the hospital campuses and off site locations. Controls the issue and assignment of Bayhealth vehicles. Processes Bayhealth identification badges, fingerprints new and tentative employees, registers employee vehicles and issues parking decals.

Employee Status: *EMPLOYEE*

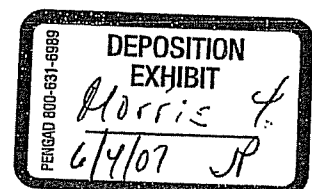
Reports to: *Security/Auto Services Manager*

FLSA Overtime Exempt ☐ **FLSA Overtime Non-Exempt** ☒

Subject to Bloodborne Pathogens? Yes ☒ No ☐

Position Qualifications (insert minimum and preferred qualifications)

	Minimum	Preferred
Education:	High school graduate or equivalent	Basic college courses
Experience:	2 years previous Law Enforcement or Security experience. (Minimum six month experience working as Bayhealth Security or equivalent experience as 911 Operator or Emergency Dispatcher) At least 6 months supervisory experience	Criminal justice, law enforcement, or related fields 2 years supervisory experience



Certification/Registration:	Must have taken and passed the International Association Healthcare Security & Safety Basic course and Supervisor course examination within 12 months of employment.	CPR – Certification within 6 months of employment. AED – Automated External Defibrillator within 6 months of employment. PEAT – Psychiatric Emergency Assistance Training within 6 months of employment.
Computer/Software:	Basic Computer literacy, working knowledge of word-processing. Must complete training for Delaware Criminal Justice Information System (DELJIS) within six months of employment.	Experience with Microsoft word/Lotus Notes and the Delaware Criminal Justice Information System (DELJIS).
Special Knowledge, Skills or Abilities:	Must be at least 21 years of age. Must not have been convicted of any felony or crime involving moral turpitude. Current Delaware Drivers License with less than 6 points.	

Physical Demand Functions (insert "X" as appropriate)

Physical Demand	Tasks Not Required	Occasional (1-33%)	Frequent (34-66%)	Constant (67-100%)	Essential Function		Additional Comments
					Yes	No	
Standing		X			X		
Walking		X			X		
Sitting				X	X		
Bending			X				
Kneeling		X					
Crawling	X						
Climbing	X						
Reaching		X					
Gripping	X						
Lifting			X		X		50 pounds or more.
Carrying					X		50 pounds or more.
Pushing					X		50 pounds or more.
Pulling					X		50 pounds or more.

Required Protective Equipment
None**Non-Essential Functions****Working Conditions**

Ability to defend oneself and/or protect others from injury, and may be occasionally involved in physical confrontation up to and including life threatening situations.

Age Specific Patient Population (highlight or circle)

Neonate (birth - 28 days)

Child (1 month - 12 years)

Adolescent (13 - 17 years)

Adult (18 - 64 years)

Geriatric (65+ years)

Not Applicable

Required Mandatory Education (highlight or circle)

Fire Safety, Infection Control, Right-to-Know

Managing Change

Delivering Performance

Creating Successful Working Relationships

Problem Solving for the Individual

Corporate Compliance

Star Customer Service

Code Red Response, Fire Extinguisher

Back Safety Competency

Latex Allergy SLP

~~CPR-Patient Care Areas (every two years)~~

ACLS-Patient Care Areas (every two years)

LS-Patient Care Areas (every two years)

LSGM-Patient Care Areas (yearly)

NRP-Women's Services & Emergency (every four years)

~~PEAT-St. Jones & Security (initial & yearly update)~~

CBE-Competency Based Evaluation (yearly)

TNCC-Trauma Nurse Core Course (every four years)

ENPC-Emergency Nurse Pediatric Course (every four years)

PART II - EMPLOYEE IDENTIFICATION (insert)

Employee Name:	Employee No.	Hire Date:
Department Name: Security	Department Number: 8160	

PART III - REASON FOR EVALUATION (insert "X" as appropriate)

☐ **Orientation Period (Initial 60-Day Period)** ☐ **Probationary**
☐ **Annual-Review Period** ☐ **Other:**

PART IV - MERIT INCREASE ELIGIBILITY REQUIREMENTS (highlight or circle)

<input checked="" type="checkbox"/> No	N/A	Hazardous Waste	<input checked="" type="checkbox"/> No	N/A	Age Specific Competencies
<input checked="" type="checkbox"/> No	N/A	Mandatory Education	<input checked="" type="checkbox"/> No	N/A	Corporate Compliance
<input checked="" type="checkbox"/> No	N/A	Confidentiality	Yes	<input checked="" type="checkbox"/> No	N/A
					Current License

Note: Failure to complete any of the above items will result in the employee's salary increase being delayed until all mandatory requirements are completed. The salary increase will become effective upon completion of the requirements. An employee's salary increase will not be retroactive.

PART V - PERFORMANCE SUMMARY (highlight or circle)

	FA	A	M	B	FB
Part VII – Position Standards (60%)	24	18	12	6	0
Part VIII – 5 Star Service (30%)	12	9	6	3	0
Part IX – Other Performance Factors (10%)	4	3	2	1	0
Far Above Expectations					38 to 40
Above Expectations					29 to 37
Meets Expectations					20 to 28
Below Expectations					10 to 19
Far Below Expectations					Less than 10
TOTAL POINTS					
PERFORMANCE RATING					

PART VI - REVIEW OF CURRENT EVALUATION

All reviews require Director review and approval. Ratings of "FB", "B", and "FA" require review by VP/SVP.

Evaluator:	Date:
Dept. Director:	Date:
VP/SVP:	Date:
Human Resources:	Date:

Part VII - POSITION STANDARDS

Rating for each Standard should be evaluated based on the following: (1) the amount of work completed; (2) the quality/accuracy of the work completed; (3) the timeliness of the work completed; (4) consistency in getting the job done with minimal supervision.

Insert goals and objectives and comments as appropriate.

The following standards are ranked in order of importance (highest to lowest).

1. Prepares work schedules, supervises and directs all on duty Security Officers and Constables to include Officers at St. Jones.

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

2. Makes recommendations to the Director/Manager for employee performance appraisals and disciplinary actions. [1] [3] [5][6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

3. Monitors fire alarm systems, infant abduction systems, and duress alarms for both campuses. In addition, monitors alarms specific to the Kent campus, boiler pressure low steam, O2 reserves, CHEMPACK storage, medical gases, bone freezer and dispatches appropriate staff or outside agency as necessary. [1][3][5][6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

4. Acts as the senior security representative during emergencies until relieved by the department director or manager. Makes notifications to appropriate hospital staff and assigns security personnel to locations in the hospital to effectively handle the situation. [1][3][5][6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

5. Receives telephone request such as emergency (222), code gray (violent patient/visitor intervention), Code blue/pink/yellow and makes notification for appropriate handling of the situation. [1] [2] [5][6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

6. Responds to numerous telephone requests, prioritizes requests and assigns staff to perform services such as helicopter arrivals, pharmacy runs, courier runs, employee transports/escorts, meal transports, opening doors and opening buildings. [1] [2] [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

7. Monitors surveillance cameras to ensure the security of the hospital campuses and off site facilities. Dispatches Security Officers/Constables to investigate any suspicious activity. Controls access to the hospital after visiting hours. [2] [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

8. Completes employee identification badges, employee vehicle registration, issues appropriate parking decals and enters the information into the automated computer system. [1] [3] [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

9. Prepares Security Department shift logs, safety reports, and incident reports and makes notifications to the appropriate department manager for action if warranted. [2] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

10. Collaborates with local and State agencies relative to Medical Center security investigations; directs and/or has agency personnel escorted to hospital buildings and premises [1] [2] [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

11. Enhances professional growth and development through participation in educational programs, current literature, in-service meetings and workshops [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

12. Attends meetings as required and participates on committees as directed [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

13. Expected to be an active contributing team member within the department as well as the medical center [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

14. Exhibits excellent interpersonal skills during interactions with employees, other departments and all other hospital employees [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

15. Performs all duties in accordance with performance improvement principles and philosophy of the organization.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

16. Actively supports the Bayhealth medical centers mission to improve the health status of all its members of the communities within our service area.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

17. Provides services consistent with the Medical Centers philosophy statement of delivering compassionate, competent care while assuming person responsibility, promoting wellness resection diversity and maintaining confidentiality.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Position Standards Overall Rating (highlight or circle)

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

PART VII FIVE STAR SERVICE**Five Star Standards (See Five Star Service Booklet and Employee Pledge)**

1. Treats everyone as if he or she is the most important person in the facility.
2. Grooming and dress reflect our respect for others and the organization. Complies with Bayhealth Personal Appearance and Dress Policy B9065.11.
3. Committed to listening attentively to others who are speaking in order to fully understand their needs. Pays close attention to both verbal and nonverbal messages. Speaks in a caring and thoughtful manner, always showing respect.
4. Operates the telephone correctly in work area. Transfers telephone calls correctly, always asking permission to transfer the call. Identifies self and department when answering calls. Sounds pleasant, helpful and listens with understanding. Returns calls promptly. Answers with a smile in voice.
5. Provides exceptional service to all internal and external customers.
6. Committed to providing the highest quality of service and meeting our customers' needs with utmost care and courtesy.
7. Works together with a common purpose – serving our customers and our community. Treats every co-worker as a professional. Channels negative emotions appropriately and privately.
8. Ensures all rights to privacy and modesty by creating and maintaining a secure and trusting environment. When entrusted with others' affairs, treats all information as confidential. Restricts discussion of confidential matters to situations where the information is necessary to meet the patients' health needs. Concern for patient privacy promotes peace of mind and lessens their anxiety.
9. Ensures an accident free environment.
10. Takes pride in the job and the Bayhealth organization.
11. Committed to creating and supporting a Five-Star Service culture.

Comments:

Overall Rating Five Star Service Standards (highlight or circle)

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

ARTIX - OTHER PERFORMANCE FACTORS (highlight or circle)**Job Knowledge:** Utilization of job related information, technical skills and procedures, including continuous quality improvement.**Goals & Objectives:****Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Adaptability/Flexibility: Ability to grasp and adjust to new ideas, procedures and situations comfortably and effectively.**Goals & Objectives:****Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Attendance/Punctuality: Consistency in adhering to the work schedule.**Goals & Objectives:****Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Overall Rating Other Performance Factors (highlight or circle)

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

PART X - GOALS AND OBJECTIVES FOR NEXT APPRAISAL

Both the employee and supervisor should list goals to be accomplished for the next appraisal. The goals indicated below will be carried forward to PART VII for the next appraisal.

Position Standard Number	Challenge	Goal

PART XI - RATER'S OVERALL SUMMARY

As appropriate, include comments regarding employee's overall progress, growth potential, and potential for promotion, employee development needs and recommended training.

As appropriate, include comments regarding promotion, employee development needs and recommended training.

PART XII - EMPLOYEE'S RESPONSE - EVALUATION/HIGHLIGHTS OF APPRAISAL DISCUSSION

Comments:

I have read and agree to practice Bay health's Five Star Service Guidelines.
I have reviewed my job description and agree that it is current.

Employee's Signature

Date

PART XIII - SUPERVISOR'S RESPONSE - EVALUATION/HIGHLIGHTS OF APPRAISAL DISCUSSION

Supervisor's Signature

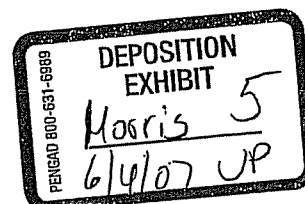
Date

BAYHEALTH MEDICAL CENTER**POSITION DESCRIPTION/PERFORMANCE REVIEW****CONSTABLE****Commissioned by the State of Delaware***Bayhealth Medical Center, Inc.*
Dover, Delaware**Position Number 8160 339****PART I - JOB IDENTIFICATION**

Position Summary: Exercise the same powers as any Law Enforcement Officer enforcing all Delaware Criminal and Traffic Codes, Laws as necessary. Responsible for the protection of life and property, prevention of crime, and apprehension of criminals. Execute all lawful orders, warrants and other processes directed to the constables by any Court or Judge of the State of Delaware. Assist other local Law Enforcement Agencies when need. Patrol Bayhealth property for trespassers, vandalism, theft and alert for fire and safety hazards. Submit written reports, investigate incidents, follow up investigations, observe/transport psychiatric patients, and make recommendations to prevent and correct incidents.

Employee Status: EMPLOYEE**Reports to:** Safety/Security Manager**FLSA Overtime Exempt** ☐ **FLSA Overtime Non-Exempt** ☒**Subject to Bloodborne Pathogens?**Yes ☒No ☐**Position Qualifications**

	Minimum	Preferred
Education:	High School or equivalent.	Basic college courses in Law Enforcement or related field preferred.
Experience:	Prior Law Enforcement or Security experience.	



Certification/Registration:	Must have been a law enforcement officer or constable within the past five years or have completed the training for Commissioned Constables. If more than five years must have successfully completed the Minnesota Multiphasic Personality Inventory and completed a comprehensive police officer exam. Complete the International Association Healthcare Security & Safety course within 12 months of employment. Current Delaware drivers license with less than 6 Valid Drivers License with less than 6 points.	Commissioned Constable
Computer/Software:	Basic Computer literacy, working knowledge of word-processing	Experience with Microsoft word/Lotus Notes and the Delaware Criminal Justice Information System (DELJIS).
Special Knowledge, Skills or Abilities:	Must be at least 21 years of age. Must not have been convicted of any felony or crime involving moral turpitude.	

Physical Demand Functions

Physical Demand	Tasks Not Required	Occasional (1-33%)	Frequent (34-66%)	Constant (67-100%)	Essential Function		Additional Comments
					Yes	No	
Standing			X		X		
Walking				X	X		
Sitting			X		X		
Bending			X		X		
Kneeling		X				X	
Crawling		X				X	
Climbing		X				X	
Reaching			X		X		
Gripping			X		X		
Lifting			X		X		50 pounds or more.
Carrying		X			X		50 pounds or more.
Pushing		X			X		50 pounds or more.
Pulling		X			X		50 pounds or more.

Required Protective Equipment

ABA Body Armor and ASP 21" Baton

Non-Essential Functions**Working Conditions**

Must be able to overcome resistance of a subject resisting arrest, ability to defend oneself and/or protect others from injury. Employee may be occasionally involved in physical confrontation up to and including life threatening situations.

Age Specific Patient Population (highlight or circle)

Neonate (birth - 28 days)
 Child (1 month - 12 years)
 Adolescent (13-17 years)
 Adult (18 - 64 years)
 Geriatric (65+ years)
 Not Applicable

Required Mandatory Education (highlight or circle)

Fire Safety Infection Control Right-to-Know
 Managing Change
 Delivering Performance
 Creating Successful Working Relationships
 Problem Solving for the Individual
 Corporate Compliance
 5 Star Customer Service

~~Code Red Response Fire Extinguisher~~

~~Back Safety Competency~~

~~Sex Allergy SLEP~~

~~R Patient Care Areas (every two years)~~

ACLS-Patient Care Areas (every two years)

PALS-Patient Care Areas (every two years)

BGM-Patient Care Areas (yearly)

NRP-Women's Services & Emergency (every four years)

~~PEA-T St. Jones & Security (initial & yearly update)~~

CBE-Competency Based Evaluation (yearly)

TNCC-Trauma Nurse Core Course (every four years)

ENPC-Emergency Nurse Pediatric Course (every four years)

PART II - EMPLOYEE IDENTIFICATION (insert)

Employee Name:	Employee No.	Hire Date:
Department Name:	Department Number:	

PART III - REASON FOR EVALUATION (insert "X" as appropriate)

☐ **Orientation Period (Initial 60-Day Period)** ☐ **Probationary**
☐ **Annual-Review Period** ☐ **Other:**

PART IV - MERIT INCREASE ELIGIBILITY REQUIREMENTS (highlight or circle)

Yes	No	N/A	Hazardous Waste	Yes	No	N/A	Age Specific Competencies
Yes	No	N/A	Mandatory Education	Yes	No	N/A	Corporate Compliance
Yes	No	N/A	Confidentiality	Yes	No	N/A	Current License

Note: Failure to complete any of the above items will result in the employee's salary increase being delayed until all mandatory requirements are completed. The salary increase will become effective upon completion of the requirements. An employee's salary increase will not be retroactive.

PART V - PERFORMANCE SUMMARY (highlight or circle)

	FA	A	M	B	FB
Part VII - Position Standards (60%)	24	18	12	6	0
Part VIII - 5 Star Service (30%)	12	9	6	3	0
Part IX - Other Performance Factors (10%)	4	3	2	1	0
Far Above Expectations	38 to 40				
Above Expectations	29 to 37				
Meets Expectations	20 to 28				
Below Expectations	10 to 19				
Far Below Expectations	Less than 10				
TOTAL POINTS					
PERFORMANCE RATING					

PART VI - REVIEW OF CURRENT EVALUATION

All reviews require Director review and approval. Ratings of "FB", "B", and "FA" require review by VP/SVP.

Evaluator:	Date:
Dept. Director:	Date:
VP/SVP:	Date:
Human Resources:	Date:

PART VII - POSITION STANDARDS

Rating for each Standard should be evaluated based on the following: (1) the amount of work completed; (2) the quality/accuracy of the work completed; (3) the timeliness of the work completed; (4) consistency in getting the job done with minimal supervision.

Insert goals and objectives and comments as appropriate.

The following standards are ranked in order of importance (highest to lowest).

1. Observe patients in the Emergency Department who are receiving a psychiatric evaluation to prevent them from harming themselves or others.

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

2. Transport high-risk and dangerous psychiatric patients to other medical facilities throughout the state.

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

3. Conduct daily inspections at off site facilities to create a visual deterrent to prevent crime.

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

4. Ensure the off site facilities are secure at all times, immediately summoning aid to search the premises when evidence of tampering or forced entry is found, and apprehending any trespassers.

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

5. Note and record the license number and description of vehicles under questionable circumstances, querying individuals through Delaware Justice Information System and National Criminal Information Center for wants and warrants, where applicable and taking appropriate action when necessary.

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

6. Observe and recognize suspicious behavior of individuals which may indicate involvement in criminal offenses, stopping and interviewing a suspicious person, and successfully completing field interrogation cards.

Goals & Objectives:					
Comments:					
Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

7. Make arrests, forcibly if necessary, using handcuffs and other restraints. Subdue resisting suspects using maneuvers and weapons and other approved methods of self-defense as necessary. If appropriate, PEAT must be the first consideration when attempting to control a volatile situation.

Goals & Objectives:					
Comments:					
Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

8. Immediately take control of crime scene and preserve evidence, secure witnesses to the crime, interview witnesses, obtaining complete information, including written statements when appropriate.

Goals & Objectives:					
Comments:					
Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

9. Perform searches of people, arrestees, vehicles, buildings and outdoor areas.

Goals & Objectives:					
Comments:					
Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

10. Investigate and interview arrestee, properly completely filling out the necessary paperwork as required by the state court system and departmental guidelines.

Goals & Objectives:					
Comments:					
Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

11. Secure the perimeter in fire scenes, assist with hazardous material spills.

Goals & Objectives:					
Comments:					
Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

12. Perform crowd control at labor disputes or other events maintaining a professional image to ensure the safety of persons and property.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

13. Serve outstanding subpoenas and warrants as required.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

14. Serve as liaison between the courts, victim(s) and witness (es) and testify in court when necessary.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

15. Notify the full service police agency which has primary law enforcement jurisdiction in every instance in which a custodial detention, an arrest, a search of a person or place, or when the occurrence of a criminal act is reported.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

16. Maintain compliance with all Bayhealth department policies, state regulations/laws and JCAHO standards.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

17. Follow the instructions of the Security Controller and keep the Security Controller informed of any unusual circumstances at all times. The Security Controller will be notified before any outside law enforcement agency is contacted.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

18. Complete and fill out the required reports on all incidents you investigate. The Security Controller will review and approve all of your paperwork prior to submitting it.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

19. Exhibit excellent interpersonal skills and create positive relationships with employees, other law enforcement agencies, and all hospital patients/visitors. Effectively meet the needs of those served in a compassionate, responsive and courteous manner.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

20. Perform all duties in accordance with performance improvement principles, mandatory education and philosophies of the organization.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

21. Responsible for training new Security Officers in Law Enforcement Duties.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Position Standards Overall Rating (highlight or circle)

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

PART VII - FIVE STAR SERVICE**Five Star Standards (See Five Star Service Booklet and Employee Pledge)**

1. Treats everyone as if he or she is the most important person in the facility.
2. Grooming and dress reflect our respect for others and the organization. Complies with Bayhealth Personal Appearance and Dress Policy B9065.11.
3. Committed to listening attentively to others who are speaking in order to fully understand their needs. Pays close attention to both verbal and nonverbal messages. Speaks in a caring and thoughtful manner, always showing respect.
4. Operates the telephone correctly in work area. Transfers telephone calls correctly, always asking permission to transfer the call. Identifies self and department when answering calls. Sounds pleasant, helpful and listens with understanding. Returns calls promptly. Answers with a smile in voice.
5. Provides exceptional service to all internal and external customers.
6. Committed to providing the highest quality of service and meeting our customers' needs with utmost care and courtesy.
7. Works together with a common purpose – serving our customers and our community. Treats every co-worker as a professional. Channels negative emotions appropriately and privately.
8. Ensures all rights to privacy and modesty by creating and maintaining a secure and trusting environment. When entrusted with others' affairs, treats all information as confidential. Restricts discussion of confidential matters to situations where the information is necessary to meet the patients' health needs. Concern for patient privacy promotes peace of mind and lessens their anxiety.
9. Ensures an accident free environment.
10. Takes pride in the job and the Bayhealth organization.
11. Committed to creating and supporting a Five-Star Service culture.

Comments:

Overall Rating Five Star Service Standards (highlight or circle)

	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Self Rating (optional):					
Final Rating:					

PART IX - OTHER PERFORMANCE FACTORS (highlight or circle)

Knowledge: Utilization of job related information, technical skills and procedures, including continuous quality improvement.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Adaptability/Flexibility: Ability to grasp and adjust to new ideas, procedures and situations comfortably and effectively.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Attendance/Punctuality: Consistency in adhering to the work schedule.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Overall Rating Other Performance Factors (highlight or circle)

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

PART X - GOALS AND OBJECTIVES FOR NEXT APPRAISAL

th the employee and supervisor should list goals to be accomplished for the next appraisal. The goals indicated below will be carried forward to PART VII for the next appraisal.

Position Standard Number	Challenge	Goal

PART XI - RATER'S OVERALL SUMMARY

As appropriate, include comments regarding employee's overall progress, growth potential, potential for promotion, employee development needs and recommended training.

PART XII - EMPLOYEE'S RESPONSE - EVALUATION/HIGHLIGHTS OF APPRAISAL DISCUSSION

Comments:

I have read and agree to practice Bayhealth's Five Star Service Guidelines.
I have reviewed my job description and agree that it is current.

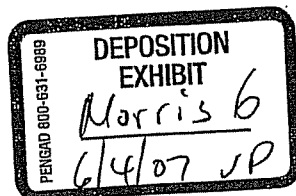
Employee's Signature

Date

PART XIII - SUPERVISOR'S RESPONSE - EVALUATION/HIGHLIGHTS OF APPRAISAL DISCUSSION

Supervisor's Signature

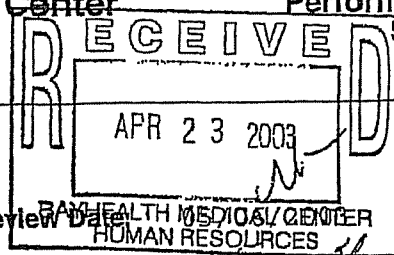
Date





Bayhealth Medical Center Performance Appraisal Summary Sheet

Section 1



Due Back in H/R: 04/22/2003

Review Date: 04/22/03

Effective Date: 04/22/03

New Hire:

(Do not complete Section 2)

Employee Name: MORRIS, NATHANIEL A

Employee Number: 121999

Department: 8160 SECURITY

Job Title: OPERATOR, CONTROL CENTER

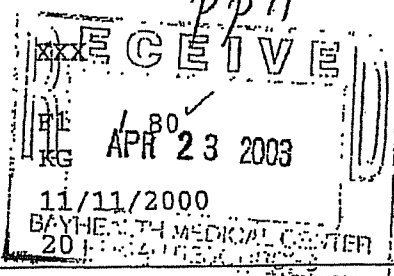
Annual:

Status:

Facility:

Date of Hire:

Job Grade:



Section 2

5.0 - 5.5	4.0 - 4.99	3.0 - 3.99	2.0 - 2.99	Under 2.0
Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
4.50%	3.60%	3.00%	0.00%	0.00%

Overall Performance Rating: Meets-20

Current Rate: 9.860 ✓

New Rate: \$10.16
(To be completed by H/R)

The current maximum for your paygrade is: 12.82 per hour

Section 3

Signatures:

[Signature] 04/22/03
Evaluator Date

Vice President Date

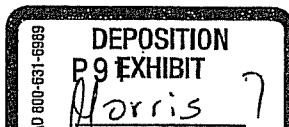
[Signature] 04/22/03
Department Director Date

[Signature] 04/24/03
Human Resources Date

I have seen and reviewed this appraisal rating with my evaluator. My signature does not imply agreement or disagreement with the evaluation.

[Signature] 04/22/03
Employee Signature Date

A copy of this form summarizing your evaluation and indicating your new rate, if applicable, will be sent to you by the Human Resources Department. The full evaluation will be maintained in your personnel file and will be available for your review in accordance with hospital policy.



BAYHEALTH MEDICAL CENTER, INC. CONFIDENTIALITY AGREEMENT

IMPORTANT

Read all sections. If you have questions, please ask them before signing. A copy of this agreement will be placed in your personnel file.

DISCLOSURE OF PATIENT/EMPLOYEE/HOSPITAL INFORMATION

I recognize that the services provided by Bayhealth Medical Center for its patients are private and confidential that to enable the Hospital to perform those services, patients must furnish information to the Hospital with the understanding that it will be kept confidential and used only by authorized persons as necessary in providing these services; that the good will of the Hospital depends upon keeping services and information confidential; that certain legal obligations are attached to this information and that by reason of my duties or in the course of my employment I may receive or have access to verbal, written or electronic media information concerning patients and services performed by the Hospital even though I do not furnish the services performed for these patients.

I recognize that by reason of my duties, or in the course of my employment I may receive or have access to verbal, written or electronic media information concerning employees of Bayhealth Medical Center and the facilities themselves. This information includes, but is not limited to, salaries, benefits, personnel information and financial information.

I hereby agree, except as directed by the Hospital or by legal process, I will not, at any time during or after my employment by or during my duties at the Hospital, access any information that I do not have a need to know in order to conduct legitimate hospital business or disclose any information whatsoever to any person or entity by any means, or permit any such person or entity to examine or make copies of any reports or other documents prepared by me, coming into my possession or my control, or to which I have access, that concerns in any way the patients, employees or services performed by the Hospital, including, but not limited to, census reports, demographic information, diagnosis or treatment information, summaries of such information, any business or consultation report, planning documents, financial information of any kind, business reports, correspondence, vendor/supplier information, contract price or terms. I agree that I will not attempt to use any such information for my own advantage. I understand that printed confidential information will be disposed of in accordance with Bayhealth policy.

I recognize that the unauthorized disclosure of information by me may violate State or Federal laws and do irreparable injury to the Hospital or to the patient or employee that the unauthorized release of information will result in disciplinary action, including termination or legal action being taken against me.

I have read all of the above sections of this agreement, and I understand them.

Nathaniel Morris
Signature

04/22/07
Date

NATHANIEL A. MORRIS
Printed/Typed Name

121999
Employee #



**Acknowledgement and Understanding of
Proper Handling/Disposal of Hazardous/Infectious Waste**

I understand the importance of proper disposal of hazardous and infectious waste and realize the potential hazard to human health or the environment when improperly handled, stored, disposed of or otherwise managed.

I understand that handling of hazardous and infectious waste is one of the responsibilities of my job.

I have had proper training and education on handling and disposal of hazardous and infectious waste. I have had the opportunity with my department manager to ask questions if further clarification is needed. I will be held personally responsible for improper handling, storage or disposal due to my neglect or performance.

I have read the Hazardous/Infectious Waste Management policy, B8160.04, and understand the procedures for the proper handling and disposal of hazardous/infectious waste generated by Bayhealth Medical Center. I agree to adhere to the practice outlined in this procedure. Failure to adhere to this policy, or report violations of this policy, will result in disciplinary action to include suspension/termination.

My signature below confirms that I understand and agree to the above statements.

Nathaniel A. Morris 04/22/03
Signature (full name) date

NATHANIEL A. MORRIS 04/22/03
Printed name date

KC - STAFF DEVELOPMENT DEPARTMENT
INDIVIDUAL SUMMARY REPORT

For the Period 05/01/2002 thru 03/14/2003

Report Date: 03/14/2003

Page: 1

NATHANIEL A MORRIS ID: 121999 Department: 8160

COURSE NO	DATE	COURSE NAME	HOURS	CEU	CLASS TEST
MAN020701B	07/01/2002	BACK SAFETY COMPETENCY	0.00	0.00	BKSAF
CBE020701B	07/01/2002	TRANSFER TECHNIQUES	0.00	0.00	CBE
SLP020801F	08/01/2002	LATEX ALLERGY SLP	0.00	0.00	LATEX
MAN020901L	09/01/2002	CORPORATE COMPLIANCE/HIPPA UP	0.00	0.00	CC
SLP021001D	10/01/2002	HIPAA QUIZ SLP	0.00	0.00	SLP
MAN030101O	01/01/2003	CODE RED RESPONSE	0.00	0.00	FIRE

Summary for NATHANIEL A MORRIS Id: 121999

.6 Total Course(s) 0.00 Total Hour(s) 0.00 Total CEU(s)

BAYHEALTH MEDICAL CENTER**POSITION DESCRIPTION/PERFORMANCE REVIEW****CONTROL CENTER OPERATOR**

Bayhealth Medical Center, Inc.
Dover, Delaware

Position Number 328

POSITION IDENTIFICATION

Position Summary: Supervises, monitors and provides protection and security for Bayhealth Medical Center buildings and premises and for employees, patients, and visitors. Directs the transport of patients, equipment and materials between the hospital and off site locations.

Employee Status: *EMPLOYEE*

Reports to: *Security/Auto Services Manager*

FLSA Overtime Exempt ☐ **FLSA Overtime Non-Exempt** ☒

Subject to Bloodborne Pathogens? Yes ☒ No ☐

Position Qualifications (insert minimum and preferred qualifications)

	Minimum	Preferred
Education:	High school or equivalent	Basic college courses
Experience:	Previous experience in security operations	Criminal justice, law enforcement, or related fields
Certification/Registration:		
Computer/Software:	Working Knowledge of computers	Experience with Microsoft word
Special Knowledge, Skills or Abilities:		

Physical Demand Functions (insert "X" as appropriate)

Physical Demand	Tasks Not Required	Occasional (1-33%)	Frequent (34-66%)	Constant (67-100%)	Essential Function		Additional Comments
					Yes	No	
Standing		X			X		
Walking		X			X		
Sitting				X	X		
Bending			X				
Kneeling		X					
Crawling	X						
Climbing	X						
Reaching		X					
Gripping	X						
Lifting		X					
Carrying		X					
Pushing	X						
Pulling	X						

Required Protective Equipment

None

Non-Essential Functions**Working Conditions**

Exposed to dangers of assaults/ hazards from investigating alarms

Age Specific Patient Population (highlight or circle)

Neonate (birth - 28 days)

Child (1 month - 12 years)

Adolescent (13-17 years)

Adult (18 - 64 years)

Geriatric (65+ years)

Not Applicable

Required Mandatory Education (highlight or circle)

Fire, Safety, Infection Control, Right to Know

Managing Change

Delivering Performance

Creating Successful Working Relationships

Problem Solving for the Individual

Corporate Compliance

5 Star Customer Service

Code Red Response-Fire Extinguisher

Back Safety Competency

Latex Allergy SLP

CPR-Patient Care Areas (every two years)

3

PART II - EMPLOYEE IDENTIFICATION (insert)

Employee Name: Nathaniel A Morris	Employee No. 121999	Hire Date: 01/13/1992
Department Name: Security	Department Number: 8160	

PART III - REASON FOR EVALUATION (insert "X" as appropriate)

☐ Orientation Period (Initial 60-Day Period) ☐ Probationary
☒ Annual-Review Period ☐ Other:

PART IV - MERIT INCREASE ELIGIBILITY REQUIREMENTS (highlight or circle)

<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Hazardous Waste	<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Age Specific Competencies
<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Mandatory Education	<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Corporate Compliance
<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Confidentiality	<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Current License

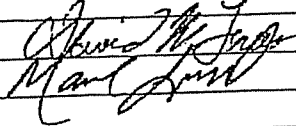
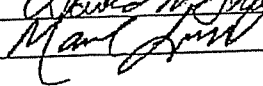
Note: Failure to complete any of the above items will result in the employee's salary increase being delayed until all mandatory requirements are completed. The salary increase will become effective upon completion of the requirements. An employee's salary increase will not be retroactive.

PART V - PERFORMANCE SUMMARY (highlight or circle)

	FA	A	M	B	FB
Part VII - Position Standards (60%)	24	18	(12)	6	0
Part VIII - 5 Star Service (30%)	12	9	(6)	3	0
Part IX - Other Performance Factors (10%)	4	3	(2)	1	0
Far Above Expectations					38 to 40
Above Expectations					29 to 37
Meets Expectations					20 to 28
Below Expectations					10 to 19
Far Below Expectations					Less than 10
TOTAL POINTS				20	
PERFORMANCE RATING				M	

PART VI - REVIEW OF CURRENT EVALUATION

All reviews require Director review and approval. Ratings of "FB", "B", and "FA" require review by VP/SVP.

Evaluator: David W. Freeman	Date: 04/22/03	
Dept. Director: Marvin E. Lands	Date: 04/22/03	
VP/SVP:	Date:	
Human Resources:	Date:	

PERFORMANCE POSITION STANDARDS

Rating for each Standard should be evaluated based on the following: (1) the amount of work completed; (2) the quality/accuracy of the work completed; (3) the timeliness of the work completed; (4) consistency in getting the job done with minimal supervision.

Insert goals and objectives and comments as appropriate.

The following standards are ranked in order of importance (highest to lowest).

1. Prepares work schedules, assigns and makes recommendation for personnel actions [1][3][5][6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

2. Maintains departmental policies and procedures, objectives a, quality assurance program and safety standards [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

3. Schedules daily routine services and assigns transporters [1] [2] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

4. Responds to telephone requests and assigns staff to perform services such as patient transport, mail messenger services [1] [2] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

5. Ensures that services are performed as required by department [1] [3] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

6. Supervises, schedules and monitors security activities in assigned areas to ensure secure and safe conditions for employees, patients, and visitors and to protect medical center buildings, assets and premises [1] [2] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

7. Prepares written documentation as required by the department [1] [3] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

8. Conduct investigations; maintains records and prepares incident reports and other documents pertaining to security [1] [2] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
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Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
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9. Issuers employee identification parking privileges and handles registration and vehicle identification [2] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

10. Collaborates with local, state and national agencies relative to medical center security investigations; directs and/ or escorts agency personnel to hospital buildings and premises [1] [2] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

11. Enhances professional growth and development through participation in educational programs, current literature, inservice meetings and workshops [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

12. Attends meetings as required and participates on committees as directed [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

13. Expected to be an active contributing team member within the department as well as the medical center [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

14. Exhibits excellent interpersonal skills during interactions with employees, other departments and all other hospital employees [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

15. Exhibits excellent interpersonal skills during interactions with employees, other departments and all other hospital employees [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

16. Performs all duties in accordance with performance improvement principles and philosophy of the organization

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

17. Actively supports the Bayhealth medical centers mission to improve the health status of all its members of the communities within our service area.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

18. Provides services consistent with the medical centers philosophy statement of delivering compassionate, competent care while assuming person responsibility, promoting wellness resection diversity and maintaining confidentiality

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Position Standards Overall Rating (highlight or circle)

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

PART VIII - FIVE STAR SERVICE

Five Star Standards (See Five Star Service Booklet and Employee Pledge)

1. Treats everyone as if he or she is the most important person in the facility.
2. Grooming and dress reflect our respect for others and the organization. Complies with Bayhealth Personal Appearance and Dress Policy B9065.11.
3. Committed to listening attentively to others who are speaking in order to fully understand their needs. Pays close attention to both verbal and nonverbal messages. Speaks in a caring and thoughtful manner, always showing respect.
4. Operates the telephone correctly in work area. Transfers telephone calls correctly, always asking permission to transfer the call. Identifies self and department when answering calls. Sounds pleasant, helpful and listens with understanding. Returns calls promptly. Answers with a smile in voice.
5. Provides exceptional service to all internal and external customers.
6. Committed to providing the highest quality of service and meeting our customers' needs with utmost care and courtesy.
7. Works together with a common purpose – serving our customers and our community. Treats every co-worker as a professional. Channels negative emotions appropriately and privately.
8. Ensures all rights to privacy and modesty by creating and maintaining a secure and trusting environment. When entrusted with others' affairs, treats all information as confidential. Restricts discussion of confidential matters to situations where the information is necessary to meet the patients' health needs. Concern for patient privacy promotes peace of mind and lessens their anxiety.
9. Ensures an accident free environment.
10. Takes pride in the job and the Bayhealth organization.
11. Committed to creating and supporting a Five-Star Service culture.

Comments:

Overall Rating Five Star Service Standards (highlight or circle)

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

PART IX - OTHER PERFORMANCE FACTORS (highlight or circle)

Job Knowledge: Utilization of job-related information, technical skills and procedures, including continuous quality improvement.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Adaptability/Flexibility: Ability to grasp and adjust to new ideas, procedures and situations comfortably and effectively.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Attendance/Punctuality: Consistency in adhering to the work schedule.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Overall Rating Other Performance Factors (highlight or circle)

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

PART X GOALS AND OBJECTIVES FOR NEXT APPRAISAL

Both the employee and supervisor should list goals to be accomplished for the next appraisal. The g indicated below will be carried forward to PART VII for the next appraisal.

Position Standard Number	Challenge	Goal
328	Keep up with current system change	6 months
328	Update Sheppard team system	6 months

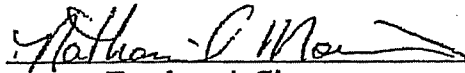
PART VI - RATER'S OVERALL SUMMARY

As appropriate, include comments regarding employee's overall progress, growth potential, and potential for promotion, employee development needs and recommended training.

PART XII. EMPLOYEE'S RESPONSE-EVALUATION/HIGHLIGHTS OF APPRAISAL DISCUSSION

Comments:

I have read and agree to practice Bay health's Five Star Service Guidelines.
I have reviewed my job description and agree that it is current.



Employee's Signature

04/22/03

Date

PART XIII SUPERVISOR'S RESPONSE-EVALUATION/HIGHLIGHTS OF APPRAISAL DISCUSSION



Supervisor's Signature

04/22/03

Date



Bayhealth Medical Center

Performance Appraisal
Summary Sheet

Section 1

Due Back In H/R: 04/22/2004

Review Date: 05/06/2004

Effective Date: 5/2/04

PP 1

New Hire:

(Do not complete Section 2)

Annual: XXX

Employee Name: MORRIS, NATHANIEL A

Status: F1 / 80

Employee Number: 121999

Facility: KG

Department: 8160 SECURITY

Date of Hire: 11/11/2000

Job Title: OPERATOR, CONTROL CENTER

Job Grade: 20

PENAD 800-631-6989

DEPOSITION
EXHIBITHarris 8
6/4/07 JP

Section 2

38 - 40	29 - 37	20 - 28	10 - 19	Less than 10
Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
4.50%	3.60%	3.00%	0.00%	0.00%

Overall Performance Rating: Above

Current Rate: 10.160

FOR HR USE ONLY

NEW RATE: \$10.53

REVIEW DATE ADVANCED TO: 5/6/05

HR SIGNATURE: M. Cullen

The current maximum for your paygrade is: 13.08 per hour

Section 3

Signatures:

[Signature] 04/21/04
Evaluator Date

Vice President Date

[Signature] 04/21/04
Department Director Date

Melissa A Cullen 4/22/04
Human Resources Date

R. Warner 4/30/04

I have seen and reviewed this appraisal rating with my evaluator. My signature does not imply agreement or disagreement with the evaluation.

[Signature] 04/21/04
Employee Signature Date

A copy of this form summarizing your evaluation and indicating your new rate, if applicable, will be sent to your supervisor by the Human Resources Department. The full evaluation will be maintained in your personnel file and will be available for your review in accordance with hospital policy.

BAYHEALTH MEDICAL CENTER, INC.
CONFIDENTIALITY AGREEMENT

IMPORTANT

Read all sections. If you have questions, please ask them before signing. A copy of this agreement will be placed in your personnel file.

DISCLOSURE OF PATIENT/EMPLOYEE/HOSPITAL INFORMATION

I recognize that the services provided by Bayhealth Medical Center for its patients are private and confidential; that to enable the Hospital to perform those services, patients must furnish information to the Hospital with the understanding that it will be kept confidential and used only by authorized persons as necessary in providing these services; that the good will of the Hospital depends upon keeping services and information confidential; that certain legal obligations are attached to this information and that by reason of my duties or in the course of my employment I may receive or have access to verbal, written or electronic media information concerning patients and services performed by the Hospital even though I do not furnish the services performed for these patients.

I recognize that by reason of my duties, or in the course of my employment I may receive or have access to verbal, written or electronic media information concerning employees of Bayhealth Medical Center and the facilities themselves. This information includes, but is not limited to, salaries, benefits, personnel information and financial information.

I hereby agree, except as directed by the Hospital or by legal process, I will not, at any time during or after my employment by or during my duties at the Hospital, access any information that I do not have a need to know in order to conduct legitimate hospital business or disclose any information whatsoever to any person or entity by any means, or permit any such person or entity to examine or make copies of any reports or other documents prepared by me, coming into my possession or my control, or to which I have access, that concerns in any way the patients, employees or services performed by the Hospital, including, but not limited to, census reports, demographic information, diagnosis or treatment information, summaries of such information, any business or consultation report, planning documents, financial information of any kind, business reports, correspondence, vendor/supplier information, contract price or terms. I agree that I will not attempt to use any such information for my own advantage. I understand that printed confidential information will be disposed of in accordance with Bayhealth policy.

I recognize that the unauthorized disclosure of information by me may violate State or Federal laws and do irreparable injury to the Hospital or to the patient or employee that the unauthorized release of information will result in disciplinary action, including termination or legal action being taken against me.

I have read all of the above sections of this agreement, and I understand them.

Nathaniel Morris
Signature

4/21/04
Date

Nathaniel Morris
Printed/Typed Name

124999
Employee #



**Acknowledgement and Understanding of
Proper Handling/Disposal of Hazardous/Infectious Waste**

I understand the importance of proper disposal of hazardous and infectious waste and realize the potential hazard to human health or the environment when improperly handled, stored, disposed of or otherwise managed.

I understand that handling of hazardous and infectious waste is one of the responsibilities of my job.

I have had proper training and education on handling and disposal of hazardous and infectious waste. I have had the opportunity with my department manager to ask questions if further clarification is needed. I will be held personally responsible for improper handling, storage or disposal due to my neglect or performance.

I have read the Hazardous/Infectious Waste Management policy, B8160.04, and understand the procedures for the proper handling and disposal of hazardous/infectious waste generated by Bayhealth Medical Center. I agree to adhere to the practice outlined in this procedure. Failure to adhere to this policy, or report violations of this policy, will result in disciplinary action to include suspension/termination.

My signature below confirms that I understand and agree to the above statements.

Nathaniel Morris 4/21/04
Signature (full name) date

Nathaniel Morris 4/21/04
Printed name date

For the Period 01/01/2003 thru 12/31/2003

Report Date: 02/26/2004

Page: 1

=====

NATHANIEL A MORRIS ID: 121999 Department: 8160

=====

COURSE NO	DATE	COURSE NAME	HOURS	CEU	CLASS TEST
MAN030101O	01/01/2003	CODE RED RESPONSE	0.00	0.00	FIRE
MAN030301S	03/01/2003	FIRE, SAFETY, INFECTION CONTR	0.00	0.00	FSICH
MAN030401B	04/01/2003	BACK SAFETY COMPETENCY	0.00	0.00	BKSAF
CBE030401J	04/01/2003	TRANSFER TECHNIQUES	0.00	0.00	CBE
MAN030901M	09/01/2003	EMTALA REGULATIONS	0.00	0.00	MTALA
MAN031101L	11/01/2003	CORPORATE COMPLIANCE/HIPAA UP	0.00	0.00	CC

Summary for NATHANIEL A MORRIS Id: 121999

6 Total Course(s) 0.00 Total Hour(s) 0.00 Total CEU(s)

BAYHEALTH MEDICAL CENTER

POSITION DESCRIPTION/PERFORMANCE REVIEW

CONTROL CENTER OPERATOR

*Bayhealth Medical Center, Inc. **
Dover, Delaware

Position Number 328

PART I - JOB IDENTIFICATION

Position Summary: Supervises monitors and provides protection and security for Bayhealth Medical Center buildings and premises and for employees, patients, and visitors. Directs the transport of patients, equipment and materials between the hospital and off site locations.

Employee Status: *EMPLOYEE*

Reports to: *Security/Auto Services Manager*

FLSA Overtime Exempt ☐ **FLSA Overtime Non-Exempt** ☒

Subject to Bloodborne Pathogens? Yes ☒ No ☐

Position Qualifications (insert minimum and preferred qualifications)

	Minimum	Preferred
Education:	High school or equivalent	Basic college courses
Experience:	Previous experience in security operations	Criminal justice, law enforcement, or related fields
Certification/Registration:		
Computer/Software:	Working Knowledge of computers	Experience with Microsoft word
Special Knowledge, Skills or Abilities:		

Physical Demand Functions (insert "X" as appropriate)

Physical Demand	Tasks Not Required	Occasional (1-33%)	Frequent (34-66%)	Constant (67-100%)	Essential Function		Additional Comments
					Yes	No	
Standing		X			X		
Walking		X			X		
Sitting				X	X		
Bending			X				
Kneeling		X					
Crawling	X						
Climbing	X						
Reaching		X					
Gripping	X						
Lifting		X					
Carrying		X					
Pushing	X						
Pulling	X						

Required Protective Equipment

None

Non-Essential Functions**Working Conditions**

Exposed to dangers of assaults/ hazards from investigating alarms

Age Specific Patient Population (highlight or circle)

Neonate (birth - 28 days)

Child (1 month - 12 years)

Adolescent (13-17 years)

Adult (18 - 64 years)

Geriatric (65+ years)

Not Applicable

Required Mandatory Education (highlight or circle)

Fire, Safety, Infection Control, Right to Know

Managing Change

Delivering Performance

Creating Successful Working Relationships

Problem Solving for the Individual

Corporate Compliance

5 Star Customer Service

Code Red Response-Fire Extinguisher

Back Safety Competency

Latex Allergy SLP

CPR-Patient Care Areas (every two years)

ACLS-Patient Care Areas (every two years)

PALS-Patient Care Areas (every two years)

BGM-Patient Care Areas (yearly)
NRP-Women's Services & Emergency (every four years)
PEAT-St. Jones & Security (initial & yearly update)
CBE-Competency Based Evaluation (yearly)
TNCC-Trauma Nurse Core Course (every four years)
ENPC-Emergency Nurse Pediatric Course (every four years)

PART II - EMPLOYEE IDENTIFICATION (insert)

Employee Name: Morris, Nathaniel A.	Employee No. 121999	Hire Date: 11/11/2000
Department Name: Security	Department Number: 8160	

PART III - REASON FOR EVALUATION (insert "X" as appropriate)

☐ Orientation Period (Initial 60-Day Period) ☐ Probationary
☒ Annual-Review Period ☐ Other: _____

PART IV - MERIT INCREASE ELIGIBILITY REQUIREMENTS (highlight or circle)

<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Hazardous Waste	<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Age Specific Competencies
<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Mandatory Education	<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Corporate Compliance
<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Confidentiality	<input checked="" type="radio"/> Yes	<input type="radio"/> No	N/A	Current License

Note: Failure to complete any of the above items will result in the employee's salary increase being delayed until all mandatory requirements are completed. The salary increase will become effective upon completion of the requirements. An employee's salary increase will not be retroactive.

PART V - PERFORMANCE SUMMARY (highlight or circle)

	FA	A	M	B	FB
Part VII – Position Standards (60%)	24	18	12	6	0
Part VIII – 5 Star Service (30%)	12	9	6	3	0
Part IX – Other Performance Factors (10%)	4	3	2	1	0
Far Above Expectations				38 to 40	
Above Expectations				29 to 37	
Meets Expectations				20 to 28	
Below Expectations				10 to 19	
Far Below Expectations				Less than 10	
TOTAL POINTS				30	
PERFORMANCE RATING				A	

PART VI - REVIEW OF CURRENT EVALUATION

All reviews require Director review and approval. Ratings of "FB", "B", and "FA" require review by VP/SVP.

Evaluator: David W. Freeman	Date: 04/21/04
Dept. Director: Marvin E. Lands	Date: 04/21/04
VP/SVP:	Date:
Human Resources:	Date:

PART VII. POSITION STANDARDS

Rating for each Standard should be evaluated based on the following: (1) the amount of work completed; (2) the quality/accuracy of the work completed; (3) the timeliness of the work completed; (4) consistency in getting the job done with minimal supervision.

Insert goals and objectives and comments as appropriate.

The following standards are ranked in order of importance (highest to lowest).

1. Prepares work schedules, assigns and makes recommendation for personnel actions [1][3][5][6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

2. Maintains departmental policies and procedures, objectives a, quality assurance program and safety standards [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

3. Schedules daily routine services and assigns transporters [1] [2] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

4. Responds to telephone requests and assigns staff to perform services such as patient transport, mail messenger services [1] [2] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

5. Ensures that services are performed as required by department [1] [3] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

6. Supervises, schedules and monitors security activities in assigned areas to ensure secure and safe conditions for employees, patients, and visitors and to protect medical center buildings, assets and premises [1] [2] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

7. Prepares written documentation as required by the department [1] [3] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

8. Conduct investigations; maintains records and prepares incident reports and other documents pertaining to security [1] [2] [5] [6]

Goals & Objectives:**Comments:**

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
-------------------------	------------------------	--------------------	--------------------	--------------------	------------------------

Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
---------------	------------------------	--------------------	--------------------	--------------------	------------------------

9. Issues employee identification, parking privileges and handles registration and vehicle identification

[2] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

10. Collaborates with local, state and national agencies relative to medical center security investigations; directs and/ or escorts agency personnel to hospital buildings and premises [1] [2] [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

11. Enhances professional growth and development through participation in educational programs, current literature, in-service meetings and workshops [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

12. Attends meetings as required and participates on committees as directed [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

13. Expected to be an active contributing team member within the department as well as the medical center [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

14. Exhibits excellent interpersonal skills during interactions with employees, other departments and all other hospital employees [5] [6]

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

15. Performs all duties in accordance with performance improvement principles and philosophy of the organization

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

16. Actively supports the Bayhealth medical centers mission to improve the health status of all its members of the communities within our service area.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

PART VIII - FIVE STAR SERVICE**Five Star Standards (See Five Star Service Booklet and Employee Pledge)**

1. Treats everyone as if he or she is the most important person in the facility.
2. Grooming and dress reflect our respect for others and the organization. Complies with Bayhealth Personal Appearance and Dress Policy B9065.11.
3. Committed to listening attentively to others who are speaking in order to fully understand their needs. Pays close attention to both verbal and nonverbal messages. Speaks in a caring and thoughtful manner, always showing respect.
4. Operates the telephone correctly in work area. Transfers telephone calls correctly, always asking permission to transfer the call. Identifies self and department when answering calls. Sounds pleasant, helpful and listens with understanding. Returns calls promptly. Answers with a smile in voice.
5. Provides exceptional service to all internal and external customers.
6. Committed to providing the highest quality of service and meeting our customers' needs with utmost care and courtesy.
7. Works together with a common purpose – serving our customers and our community. Treats every co-worker as a professional. Channels negative emotions appropriately and privately.
8. Ensures all rights to privacy and modesty by creating and maintaining a secure and trusting environment. When entrusted with others' affairs, treats all information as confidential. Restricts discussion of confidential matters to situations where the information is necessary to meet the patients' health needs. Concern for patient privacy promotes peace of mind and lessens their anxiety.
9. Ensures an accident free environment.
10. Takes pride in the job and the Bayhealth organization.
11. Committed to creating and supporting a Five-Star Service culture.

Comments:

Overall Rating Five Star Service Standards (highlight or circle)

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

PART IX - OTHER PERFORMANCE FACTORS (highlight or circle)

Job Knowledge: Utilization of job related information, technical skills and procedures, including continuous quality improvement.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Adaptability/Flexibility: Ability to grasp and adjust to new ideas, procedures and situations comfortably and effectively.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Attendance/Punctuality: Consistency in adhering to the work schedule.

Goals & Objectives:

Comments:

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

Overall Rating Other Performance Factors (highlight or circle)

Self Rating (optional):	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations
Final Rating:	Far Above Expectations	Above Expectations	Meets Expectations	Below Expectations	Far Below Expectations

PART X - GOALS AND OBJECTIVES FOR NEXT APPRAISAL

Both the employee and supervisor should list goals to be accomplished for the next appraisal. The goals indicated below will be carried forward to PART VII for the next appraisal.

Position Standard Number	Challenge	Goal
328	Take a Delaware Criminal Justice Information System class, so you may access DELJIS in your performance of your duties as a Security Controller.	1-6 months <i>Back Information check - 355-061 e-mail - 355-061</i>
328	Take over the Fire Drill Program for KGH, MMH, and St. Jones. You will be responsible for monitoring all fire drills for each quarter and the upkeep of the Fire Drill Book. You will need to make sure that MMH, St. Jones and KGH send you all required paperwork monthly. Coordinate with Lead Officer Boyce monthly with the results of all fire drills.	1 month (To take over the program) <i>with 1st 1st 1st 1st</i> (Continuing Task) Fire Drill Program Primary – Officer Morris Alternate – Officer Boyce

PART VI – RATER'S COMMENTS

As appropriate, include comments on promotion, employee development,

all progress, growth potential, and potential for training.

Officer Morris is an asset and the Security Department and is always willing to work over time when needed.

PART XII - EMPLOYEE'S RESPONSE - EVALUATION/HIGHLIGHTS OF APPRAISAL DISCUSSION

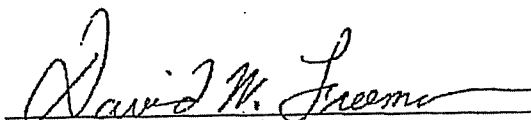
Comments:

I have read and agree to practice Bay health's Five Star Service Guidelines.
I have reviewed my job description and agree that it is current.


Employee's Signature

04/21/04
Date

PART XIII - SUPERVISOR'S RESPONSE - EVALUATION/HIGHLIGHTS OF APPRAISAL DISCUSSION


Supervisor's Signature

04/21/04
Date



STATE OF DELAWARE
DELAWARE CRIMINAL JUSTICE INFORMATION SYSTEM (DELJIS)
802 Silver Lake Boulevard
Suite 101
Dover, Delaware 19904

Telephone: 302-739-4856

Fax: 302-739-6285

March 23, 2005

Mr. David Freeman
Bayhealth Medical Center
Security & Safety Dept
640 S. State Street
Dover, DE 19901

Dear Mr. Freeman,

In review of Mr. Nathaniel Morris' background, we are unable to approve his access to DELJIS at this time. This decision is in accordance to DELJIS Policy #4. If you still require Mr. Morris to have access, we can present his request to the DELJIS Executive Committee for Review.

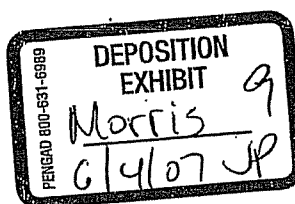
If you have any further questions, feel free to contact me at 302-739-4856.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Hansen".

Mary Hansen
DELJIS Security Manager

Cc: Margaret Bell, Executive Director



P120

12/07/00
11:15:44State Bureau of Identification
State Police Headquarters
Dover, DE 19903

Page 1

Director

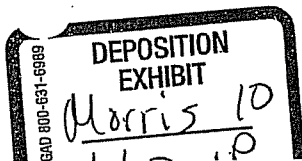
This is the criminal record of:
NATHANIEL A MORRIS

J DOB 10/24/58 SBI 00001995 FBI

Contributor of Charges	Name (INCLUDING ALIASES)	Date of ARREST	Complaint/ DUC/Charge	Disposition
DOVER PD DOVER	NATHANIEL A MORRIS J	12/22/98	5098027250 9812014690 CONTEMPT OF COURT CCP	Disposition Unobtainable
DOVER PD DOVER	NATHANIEL A MORRIS J	01/29/98	5098001991 CONTEMPT OF COURT CCP	Disposition Unobtainable
DOVER PD DOVER	NATHANIEL A MORRIS J	09/05/97	5097016813 CONTEMPT OF COURT CCP	Disposition Unobtainable
CAPITOL PD 1 ER	NATHANIEL A MORRIS J	02/21/97	9697000282 FAMILY COURT CAPIAS	Disposition Unobtainable
WILMINGTON PD WILMINGTON	NATHANIEL A MORRIS J	02/21/97	3093012263 9702013642 CRIMINAL CONTEMPT OFFENDER FAILURE TO	GUILTY ORIGINAL CHARGE CC:\$20.00
DOVER PD DOVER	NATHANIEL A MORRIS J	12/23/95	5095021611 FAMILY COURT CAPIAS	Disposition Unobtainable

The use of this SBI record is regulated by law (11 Dela. code, Sec 8513). All Delaware entries may be certified by the Director of the State Bureau of Identification. All other entries are copied from a Federal Bureau of Investigation record of arrest. Delaware law prohibits the release of non-conviction data for the purpose of non-criminal justice employment.

Not valid if signature page removed.



P121

OK per Linda
12/19/00

ChoicePoint

4/4/2008 8:00

PAGE 002/000

FILED 07/02/2007

Page 32 of 50



MORRIS, NATHANIEL ALBERT
220-66-4544
CID 0001438700

*File
in
Record
mm
4/4*

*Contacted
Morrison
4/4
and released
info.
mm*

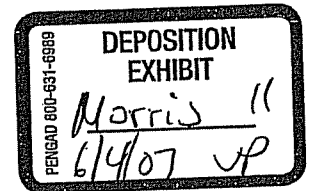
Records Only Series Employment Report

CONFIDENTIAL

BAYHEALTH MEDICAL CENTER
ATTN: HUMAN RESOURCES REPRESENTATIVE
640 S. STATE ST
DOVER, DE 19901-

|||||

ACCT NO: 135826 HQ



Caution to Customer: Under the terms of our service agreement, this report is submitted with the understanding that it is to be held in strict confidence and to be used for an employment decision only. If the requestor intends to take adverse action based in whole or in part on the contents of this report, the requestor must provide the consumer with a copy of the report and a summary of consumer rights as prescribed by FCRA section 1681g(c)(3). ChoicePoint has provided your company with copies of the consumer rights statements for this purpose. **In addition:** Remember the pre- and post-notification requirements and applicant authorization prescribed by FCRA section 1681b and section 1681m. *We appreciate your business!*

For Consumer Disclosure, contact ChoicePoint Consumer Center at (800) 845-6004.
For information concerning the preparation of this report, contact ChoicePoint Customer Service at the
St. Petersburg Employment Service Center at (800) 749-9556

CHOICEPOINT

MORRIS, NATHANIEL ALBERT
220-66-4544
CID 0001438700

CHOICEPOINT

GENERAL INFORMATION

Account	135826 HQ	File	Requester	HUMAN RESOURCES REPRESENT...
Name	MORRIS, NATHANIEL ALBERT		SSN	220-66-4544
Address	107 DAVIS CIRCLE DOVER, DE		DOB	10/24/XXXX
Position applied for			Report date	04/04/2005

OPTION INFORMATION

Report option	2112	Report name	OPTION 01		
<u>Components</u>		<u>Remarks</u>		<u>Consideration</u>	<u>Score</u>
Felony And Misdemeanor				YES	
Database Searches				NO	

IDENTIFICATION

SOCIAL SECURITY NUMBER VALIDATION

SSN 220-66-4544 IS VALID. ISSUED BETWEEN 1970-1971 IN MARYLAND

DISCLAIMER: THESE RESULTS REPRESENT A VALIDATION OF ONLY THE NUMBER AND NO OTHER INFORMATION

IDENTITY VERIFICATION

<u>Name verified</u>	<u>Address verified</u>	<u>DOB verified</u>	<u>SSN verified</u>
YES			

PUBLIC RECORDS

Record ordered	CRIMINAL RECORDS	Search results	CLEAR
Type of search	FELONY & MISDEMEANOR RECORD SEARCH		
Date of search	04/01/2005		
Search period	04/03/1998 - 03/18/2005		
Address covered	107 DAVIS CIRCLE DOVER, DE		
Court name/type	KENT COUNTY SUPERIOR AND COMMON PLEAS COURTS		
Location	38 THE GREEN DOVER, DE KENT COUNTY		
Name searched	NATHANIEL ALBERT MORRIS		

Choicepoint

4/4/2005 9:00

PAGE 001/000

LAW ENFORCE

CHOICEPOINT

MORRIS, NATHANIEL ALBERT
220-66-4544
CID 0001438700

Source Status History

<u>Status Date</u>	<u>Action Date</u>	<u>Status Description</u>
04/01/2005	04/06/2005	Search In Progress expected completion by Action Date

Process History

<u>Event Date</u>	<u>Action Date</u>	<u>Event Description</u>
04/01/2005 09:36:39	04/01/2005 09:36:39	ELECTRONICALLY ORDERED
04/01/2005 09:38:47	04/01/2005 09:38:47	RECORD ORDERED
04/01/2005 17:24:02	04/01/2005 17:24:02	RECORD JUDGED

Search results CLEAR

Record ordered
Type of search
Date of search
Search period
Address covered
Court name/type
Location
Name searched
Comments

CRIMINAL RECORDS
FELONY & MISDEMEANOR RECORD SEARCH
04/02/2005
04/03/1998 - 03/18/2005
SALISBURY, MD
WICOMICO COUNTY 1ST JUDICIAL CIRCUIT AND DISTRICT COURTS
PO BOX 198 SALISBURY, MD WICOMICO COUNTY
NATHANIEL ALBERT MORRIS
NOTE; CHOICEPOINT HAS NOT LOCATED THE CHILD SUPPORT OFFENSE LISTED BY THE APPLICANT.
FURTHER INVESTIGATIVE ATTEMPTS WILL BE MADE, WITH ADDITIONAL INFORMATION, UPON
REQUEST.

Source Status History

<u>Status Date</u>	<u>Action Date</u>	<u>Status Description</u>
04/01/2005	04/11/2005	Search In Progress expected completion by Action Date

Process History

<u>Event Date</u>	<u>Action Date</u>	<u>Event Description</u>
04/01/2005 09:37:04	04/01/2005 09:37:04	ELECTRONICALLY ORDERED
04/01/2005 09:38:51	04/01/2005 09:38:51	RECORD ORDERED
04/02/2005 14:07:12	04/02/2005 14:07:12	RECORD FULFILLED
04/04/2005 07:51:19	04/04/2005 07:51:19	RECORD JUDGED

Choicepoint

4/4/2005 8:08 PAGE 003/003 FAX 001/001

CHOICEPOINT

MORRIS, NATHANIEL ALBERT
220-66-4544
CID 0001438700

DATABASE SEARCH

AS OF 03/28/2005, CHOICEPOINT HAS CONDUCTED A SEARCH OF THE GSA/HHS-OIG LIST OF EXCLUDED INDIVIDUALS/ENTITIES, AND THE LIST OF EXCLUDED PARTIES WITH THE FOLLOWING REPORTED RESULTS:

Name Ordered MORNS, NATHANIEL

Search Results CLEAR

Process History

<u>Event Date</u>	<u>Action Date</u>	<u>Event Description</u>
03/28/2005		
09:43:07	03/28/2005	
	09:43:07	ELECTRONICALLY ORDERED
03/28/2005		
09:43:07	03/28/2005	
	09:43:07	RECORD JUDGED

End of Report



Revision Information: This revision reflects a change in administrative processing of the Corrective Action Record, improving efficiency and timeliness. Please see addition at section 7.8.

Kent General Hospital

640 S. State St., Dover, Delaware 19901

Milford Memorial Hospital

21 W. Clarke Avenue, Milford, Delaware 19963

Title:	CORRECTIVE ACTION	No: B9065.18 Replaces: B9065.18 of Sept 04
Department:	HUMAN RESOURCES	Originated: 01/09/79
Standard Precautions? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Effective Date This Revision: June 9, 2005

***All policies effective on date of Administration's approval.**

Purpose:

Bayhealth has adopted a progressive approach to corrective action in order to correct and improve conduct and/or performance which does not satisfy organizational standards. The underlying principle of sound progressive corrective action is to use the least severe action necessary to correct the undesirable situation. The purpose of the corrective action process is to inform employees of behavior which must be corrected, communicate the measures the employee must undertake to correct unacceptable behavior, and to give the employee an opportunity to correct the situation.

Certain violations or infractions may be so serious that the supervisor may elect to bypass steps in the progressive process. Under these circumstances, any step in the corrective action process may be imposed up to and including termination of employment.

1. POLICY STATEMENT

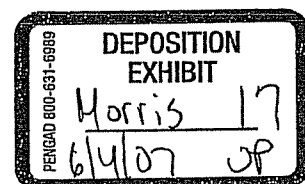
- 1.1 This policy sets forth guidelines for imposition of corrective action upon employees who do not satisfy Bayhealth established standards for performance and conduct.
- 1.2 Supervisors, Managers, Directors and Executive Staff are charged the responsibility for taking corrective action.
- 1.3 Supervisors, Managers, Directors, and Executive Staff will impose corrective actions using a "just cause" standard.

2. AREAS INVOLVED

All Departments

3. FORMS INVOLVED

P126



Employee Corrective Action Record

Performance Improvement Form

4. **DEFINITIONS**

- 4.1 **Corrective Action:** An action imposed by a supervisor, upon an employee, to facilitate the correction of misconduct or performance deficiency.
- 4.2 **Just Cause:** A substantiated reason for imposing corrective action. Just cause is established when an employee violates a policy and/or is deficient in the performance of his/her duties.
- 4.3 **Due Process:** Protections afforded employees during the disciplinary process; e.g., timeliness of action, established policy, thorough investigation, and the opportunity for redress.
- 4.4 **Misconduct:** Behavior which is inconsistent with established organizational standards of conduct or generally accepted work behaviors.
- 4.5 **Insubordination:** An employee's failure or refusal to obey a reasonable order or directive issued by one serving in a position of authority over the employee, unless the order or directive is unlawful. Insubordination may also take the form of defiant, rebellious, and/or disrespectful behavior.
- 4.6 **Performance Deficiency:** Failure to demonstrate competence in a specific aspect or aspects of the employee's job responsibilities.
- 4.7 **Performance Improvement Plan:** A written plan developed for employees either experiencing difficulty with, or failing to demonstrate, competency in any one or more performance expectations. The plan identifies areas of deficiency, acceptable standards of performance, actions necessary, a finite time parameter for completion, and supervisory feedback for the duration of the plan.

5. **CORRECTIVE ACTION GUIDELINES**

- 5.1 **Just Cause Standard** The following should be considered when determining justification for corrective action.
- 5.1.1 Provide adequate notice to the employee relative to rule violations and performance deficiencies,
- 5.1.2 Apply fair and equitable application of rules and penalties,
- 5.1.3 Investigate before determining whether corrective action is warranted,

5.1.4 Conduct comprehensive, fair, and objective investigations,

5.1.5 Establish that probability exists that the act occurred,

5.1.6 Determining whether deficiencies are a result of either aptitude or attitude, and

5.1.7 Impose corrective actions reasonably related to the action and past record.

5.2 Practical Considerations: Before taking corrective action supervisors should consider the following:

5.2.1 Seriousness, gravity and impact of the offense,

5.2.2 Employee's past record of performance,

5.2.3 Any extenuating circumstances to include communication, resources available, and intent of the employee, and

5.2.4 Past practice with similarly situated cases.

5.3 Components of the Corrective Action Meeting: The following components should be addressed in a meeting, or over a series of meetings, relative to corrective actions.

5.3.1 State the problem;

5.3.2 Explain the policy, performance, or rule infraction;

5.3.3 Allow employees to provide their version of events;

5.3.4 Explain the requirements necessary to comply with standards;

5.3.5 Obtain commitment from the employee;

5.3.6 Inform the employee of the consequences of repeated misconduct; and

5.3.7 Document the proceedings.

5.4 Informal Corrective Action

- 5.4.1 Verbal Counseling/Coaching: Verbal Counseling/Coaching is an opportunity for the employee and supervisor to discuss work-related issues in a non-threatening environment. Documentation will be informal using a memorandum or anecdotal note format.

5.5 Levels of Formal Corrective Action:

- 5.5.1 Verbal Warning: A formal counseling session initiated when a policy violation or performance issues occur must be directly addressed. This level of corrective action should be documented using the Employee Corrective Action Record.
- 5.5.2 Written Warning: A more directive corrective action which addresses unresolved, previously addressed misconduct or performance deficiencies, or addresses a first occurrence of misconduct or performance deficiency which warrants such a corrective action. This level of corrective action should be documented using the Employee Corrective Action Record.
- 5.5.3 Suspension: A severe sanction imposed after either exhaustive counseling efforts have not produced satisfactory results, or a single act of misconduct which is so severe that future misconduct will likely result in discharge from employment. Such a sanction shall be applied judiciously, only after coordinating with the Human Resources Department and obtaining approval from the respective Division Vice President. This level of corrective action should be documented using the Employee Corrective Action Record.
- 5.5.3.1 Suspension without pay may be imposed for a duration of 1-5 scheduled days.
- 5.5.3.2 Suspensions will be imposed by a Department Manager or above and coordinated with the Human Resources Department.
- 5.5.3.3 Suspensions with or without pay may be imposed pending the completion of an investigation. The nature of the investigation, the degree of probable cause, and the level of disruptive influence will determine whether the suspension will be with or without pay.
- 5.5.3.4 A Final Written Warning may be issued in lieu of suspension in highly unusual circumstances, or when additional absence from work is contrary to the corrective action being taken, i.e. corrective action for attendance or performance related problems.

5.5.4 Discharge from Employment:

5.5.4.1 The final component of the corrective action model.

5.5.4.2 Discharge from employment is warranted when previous corrective actions have not led to a positive outcome and it is not foreseeable that the employee will improve either performance or conduct to a satisfactory standard.

5.5.4.3 Discharge may be imposed without any previous corrective action in the event of gross misconduct.

6. **PERFORMANCE IMPROVEMENT PLANS (PIP):** A formally documented plan designed to improve employee performance illustrating specific deficiencies, expected standards of performance, methods for improvement, time table for completion, and a feedback loop. Each PIP should contain the following components:

6.1 **Problem Definition:** A statement which describes the deficiencies with particular specificity as to the event(s) which prompted implementation of the plan.

6.2 **Specific Behaviors Addressed:** Address specific task behaviors requiring modification; refer to the position description relative to the deficient performance area.

6.3 **Standards or Measurements of Success:** Illustrate the standards used to gauge success; standards should be measurable, attainable, and realistic.

6.4 **Goals and Timetables:** Identify the goal of the plan, and when the employee is expected to be compliant with performance standards.

6.5 **Develop the Action Plan:** The operational section of the plan determines how the employee will achieve success; e.g., additional training, demonstration/performance, testing, and/or direct application.

6.6 **Provide Feedback:** Providing routine and frequent feedback is essential for both gauging progress and instilling confidence in the employee. At a minimum, feedback must be provided weekly.

7. **GENERAL GUIDELINES REGARDING THE IMPOSITION OF CORRECTIVE ACTIONS**

7.1 The imposition of corrective actions to include performance improvement plans shall be conducted in a private setting. It is acceptable to have a witness or note taker present when meeting with the employee. The witness must be in a supervisory position or be a representative from the Human Resources Department.

- 7.2 Use of recording devices is strictly prohibited.
- 7.3 Imposition of corrective action must be timely. Corrective action should normally be imposed within three to five business days after the supervisor becomes aware of an infraction.
- 7.4 All final written warnings, suspensions, or discharges must be reviewed by the Division Vice President and Human Resources prior to the imposition of the action.
- 7.5 Any step in the corrective action model, with the exception of discharge, may be repeated or omitted dependent upon the seriousness of the infraction and/or the period of time elapsed between documented infractions.
- 7.6 Documentation of corrective action should be processed using the Employee Corrective Action Record, following the chain of command and shall permanently remain in the employee's personnel file. Verbal Counseling/Coaching shall not be placed in the employee's personnel record; rather such shall be maintained by the supervisor in the work place.
- 7.7 For purposes of progressive discipline, written counseling and written warnings will remain active for a period not to exceed one year, whereas a suspension or final written warning in lieu of suspension shall remain active for a period not to exceed two years.
- 7.8 Upon informing the employee of the corrective action to be issued, the supervisor shall engage the following process:
 - 7.8.1 The corrective action record will be issued to the employee;
 - 7.8.2 In the presence of the supervisor, the employee will be granted a reasonable period of time to review the document, submit comments, and acknowledge receipt of the action. In the event that the employee requests additional time to submit comments, the supervisor will assess the circumstance surrounding such a request and rule accordingly; additional time will normally not exceed 24 hours.
 - 7.8.3 Employee will be issued a completed copy of the corrective action record; and
 - 7.8.4 The issuing authority shall send the original document to Human Resources for filing in the employee's personnel record.
- 7.9 The following pertains to corrective action retention:

- 7.9.1 All notes and documents related to corrective action(s) are to be retained by the employee's supervisor.
- 7.9.2 All formal corrective actions (written counseling and above) are to be forwarded to Human Resources to be filed in the employee's official personnel record.
- 7.9.3 All informal documents (anecdotal notes/memoranda) should be retained by the supervisor until the employee terminates employment at Bayhealth, at which time, such should be forwarded to Human Resources for inclusion in the employee's official personnel record.
- 7.10 Employees should be informed of the following at the time corrective action is imposed:
 - 7.10.1 The employee's signature on the Corrective Action Record does not indicate agreement with the action, rather the signature indicates that the employee acknowledges that an action was imposed, and
 - 7.10.2 The employee's right to engage in the problem solving process to appeal corrective action rising to the level of a written warning or above.
- 7.11 Performance Improvement Plans should be developed for employees when the supervisor has determined that remediation is necessary in order to correct serious performance deficiencies.
 - 7.11.1 Performance Improvement Plans should be formally documented consistent with the provisions set forth in Section 6.
 - 7.11.2 A letter should be issued to the employee who indicates the reason for the plan, employee expectations, a synopsis of the action plan, the time parameter for completion, and consequences of continued performance deficiencies.
- 7.12 A report of investigation should accompany any corrective action which results in an immediate suspension or discharge.

8. EMPLOYEE PROTECTIONS

- 8.1 Relative to the corrective action process, employees should be treated consistent with the following principles:
 - 8.1.1 Fair, consistent and respectful treatment;

- 8.1.2 An explanation of the misconduct or performance deficiency and the rule/standard which governs;
 - 8.1.3 A warning relative to the consequences of continued misconduct or performance deficiencies;
 - 8.1.4 A reasonable amount of time, subject to the judgment of the supervisor, to correct misconduct or performance deficiencies;
 - 8.1.5 A fair and comprehensive investigation;
 - 8.1.6 The imposition of corrective action which is reasonable related to the offense committed;
 - 8.1.7 The opportunity to respond, via written statement, to the imposition of corrective action; and
 - 8.1.8 The opportunity to appeal a corrective action rising to the level of a written warning or above, in accordance with Bayhealth Problem Resolution Policy B9065.30.
- 8.2 Non-management employees undergoing an investigatory interview when there is a reasonable expectation that corrective action will be imposed may request that a Bayhealth employee is present during such an interview.

9. **CATEGORIES OF OFFENSES AND ACTIONS:** The following causes for corrective actions and suggested penalties shall not be construed, or conveyed, as guarantees, or all inclusive, rather, such are general guidelines relative to the imposition of corrective action. The seriousness of the infraction may warrant a higher level of corrective action than is illustrated below. As previously stated, actions may be omitted or repeated predicated upon the prevailing circumstances. Supervisors should consider the severity of the offense, the intent of the employee, past performance, and organizational practice prior to imposing any form of corrective action.

9.1 Group I Offenses and Actions:

- 9.1.1 First Offense: Verbal Warning
- Second Offense: Written Warning
- Third Offense: Suspension
- Fourth Offense: Discharge from Employment

9.1.2 Examples of Offenses:

- 9.1.1.1 Excessive absenteeism

- 9.1.1.2 Excessive tardiness
- 9.1.1.3 Repeated predictable unscheduled absences without substantiation; e.g., Mondays/Fridays/days after holidays
- 9.1.1.4 Unauthorized absence from work areas
- 9.1.1.5 Conducting personal work on work time
- 9.1.1.6 Failure to exhibit customer service while interacting with employees, patients, or visitors
- 9.1.1.7 Engaging in practical jokes and/or horseplay, without intent to harm, causing a disruption in work place operations
- 9.1.1.8 Excessive personal calls received or made while on work time
- 9.1.1.9 Parking personal vehicles in patient parking areas
- 9.1.1.10 Failure to comply with established departmental procedures and/or policies
- 9.1.1.11 Failure to report, or engaging in, an unsafe act
- 9.1.1.12 Creating, contributing to, or failure to report an unsafe condition
- 9.1.1.13, Performing overtime without permission from the supervisor
- 9.1.1.14 Use of profane language in the workplace, not directed toward any one individual
- 9.1.1.15 Failure to use identification badge for time and attendance

9.2 Group II Offenses and Actions

- 9.2.1 First Offense: Written Warning
- Second Offense: Suspension
- Third Offense: Discharge from Employment
- 9.2.2 Examples of Offenses:

- 9.2.2.1 Discourteous treatment of visitors, patients, and/or employees
- 9.2.2.2 Misrepresenting facts during an internal investigation whether the accused or a witness
- 9.2.2.3 Solicitation or Distribution on work time and in patient care areas
- 9.2.2.4 Inadvertent breach of confidentiality
- 9.2.2.5 No-call/No-show of one day in duration
- 9.2.2.6 Rude and offensive behavior in the workplace
- 9.2.2.7 Failure to comply with a supervisor's directive in a timely and efficient manner
- 9.2.2.8 Violation of Patient Rights, the Corporate Compliance Agreement, or Code of Conduct
- 9.2.2.9 Inappropriate and unauthorized use of Bayhealth owned/leased equipment to include electronic facilities (computer systems, facsimile machines, telephones, etc.)

9.3 Group III Offenses and Actions

- 9.3.1 First Offense: Suspension
Second Offense: Discharge from Employment

9.3.2 Examples of Offenses:

- 9.3.2.1 Reporting for duty in an impaired state
- 9.3.2.2 Sleeping on Duty
- 9.3.2.3 Falsification of documents
- 9.3.2.4 Mishandling of funds
- 9.3.2.5 Unscheduled absence from duty, requested in advance and not approved, yet the employee did not report for duty
- 9.3.2.6 Allowing licensure, necessary for the performance of duty, to expire
- 9.3.2.7 Negligence in the performance of assigned duties or patient care

- 9.3.2.8 Willful violation of established safety policy resulting in harm to employees, affiliate Bayhealth members, volunteers, patients, visitors, or contractors
- 9.3.2.9 Leaving Bayhealth premises, while on duty, without authorization
- 9.3.2.10 Conduct reflecting unfavorably on the reputation of BHMC or conduct that adversely affects or interferes with the normal operation of Bayhealth

9.4 Group IV Offenses and Action

9.4.1 First Offense: Discharge

9.4.2 Examples of Offenses:

- 9.4.2.1 Engaging in physical violence, intimidation, or physically threatening behavior while on Bayhealth property
- 9.4.2.2 Engaging in unlawful work stoppages, slowdowns or strikes
- 9.4.2.3 Theft, actual or attempted
- 9.4.2.4 Falsification or alteration of documents used to calculate pay
- 9.4.2.5 Refusal to cooperate with investigations or answer a work-related question
- 9.4.2.6 Use of profane language directed at any patient, visitor or employee
- 9.4.2.7 Discriminatory Conduct in violation of Title VII of the Civil Rights Act; e.g., race, gender, age, religion, nationality/ethnicity, disability, marital status, veteran status
- 9.4.2.8 Insubordination
- 9.4.2.9 Willfully accessing and/or distributing protected health information of patients or employees when such access and/or distribution is outside the scope of employment and serves no legitimate purpose
- 9.4.2.10 Conduct violating morality or common decency
- 9.4.2.11 Wanton or willful falsification or alteration of any Bayhealth documents to include pay, medical, or insurance records
- 9.4.2.12 Selling, possessing, or consuming illegal or unauthorized substances; e.g., alcohol or drugs, while on Bayhealth property

- 9.4.2.13 Possession of a firearm, weapon or explosives while on Bayhealth property
- 9.4.2.14 Willful neglect in the performance of assigned duties
- 9.4.2.15 Sexual Harassment
- 9.4.2.16 Intentional breach of Patient or Employee Confidentiality
- 9.4.2.17 Any accumulation of 3 offenses within a period of one year, when the first offense calls for a written warning or above.

10. **EMPLOYEE APPEALS:** Employees may appeal written warnings, suspensions, and discharge from employment action in accordance with Bayhealth Problem Resolution Policy B9065.30



EMPLOYEE CORRECTIVE ACTION RECORD

EMPLOYEE NAME:	
EMPLOYEE NUMBER:	DEPARTMENT:
JOB TITLE:	SECTION/UNIT:
DATE OF EMPLOYMENT:	DATE OF CONFERENCE:

1. Category and Level of Action (Complete Items 2 through 6 before completing this section.)

☐ MISCONDUCT

- ☐ Verbal Warning
- ☐ Written Warning
- ☐ Suspension
- ☐ Final Written Warning in Lieu of Suspension
- ☐ Discharge

☐ PERFORMANCE DEFICIENCY

- ☐ Verbal Warning
- ☐ Written Warning
- ☐ Performance Improvement Plan
- ☐ Discharge

2. Statement of Facts (What occurred, when did it occur, who was involved, and where did it occur?):

3. Rule, Policy, or Standard of Performance Violated (Cite the specific governing policy/standard):

4. Reason for Action (Apply the facts to the governing rule/policy to validate that the action imposed is appropriate for the infraction):

5. Specific Expectation for Improvement (Indicate expectations, time parameter for improvement, if applicable, and consequences for continued misconduct/deficiency):

6. Prior Corrective Actions Imposed (Include date, subject and level of action):

DATE	REASON FOR ACTION	CORRECTIVE ACTION

7. Employee Comments (Employee comments are optional; the signature of the employee merely indicates acknowledgement that the conference took place. The employee signature does not indicate agreement with the contents of the document.)

EMPLOYEE SIGNATURE

DATE

SUPERVISOR SIGNATURE

DATE

DEPARTMENT DIRECTOR SIGNATURE

DATE

DIVISION VP SIGNATURE

DATE

HR VP (OR DESIGNEE) SIGNATURE

DATE

NOTES

1. Department Directors are required to sign all actions consisting of a written warning or above; Division Vice Presidents are required to sign all actions consisting of a final written warning and above.
2. Employees are entitled to appeal corrective actions rising to the level of a written warning and above in accordance with Human Resources Policy B9065.30, Problem Resolution. Matters must be submitted to the appropriate Manager, Director, or Vice President within three (3) business days of the imposition of corrective action.



EMPLOYEE CORRECTIVE ACTION RECORD

EMPLOYEE NAME:	
EMPLOYEE NUMBER:	DEPARTMENT:
JOB TITLE:	SECTION/UNIT:
DATE OF EMPLOYMENT:	DATE OF CONFERENCE:

1. Category and Level of Action (Complete Items 2 through 6 before completing this section.)

☐ **MISCONDUCT**

- ☐ Verbal Warning
- ☐ Written Warning
- ☐ Suspension
- ☐ Final Written Warning in Lieu of Suspension
- ☐ Discharge

☐ **PERFORMANCE DEFICIENCY**

- ☐ Verbal Warning
- ☐ Written Warning
- ☐ Performance Improvement Plan
- ☐ Discharge

2. Statement of Facts (What occurred, when did it occur, who was involved, and where did it occur?):

3. Rule, Policy, or Standard of Performance Violated (Cite the specific governing policy/standard):

4. Reason for Action (Apply the facts to the governing rule/policy to validate that the action imposed is appropriate for the infraction):

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THE JUST CAUSE STANDARD (7 CARDINAL RULES)

1. Was the employee adequately warned of the consequences of his/her conduct?
2. Were the rules and penalties for violation of said rules reasonably applied in a fair and equitable manner?
3. Did a fair and impartial investigation take place prior to imposing corrective action?
4. Was the investigation fair and objective?
5. Did the investigation produce evidence which suggests that it was probable that the employee did commit the offense for which he/she was accused?
6. Is this a case of aptitude or attitude?
7. Was the penalty reasonably related to the infraction and the past record of the employee?



Kent General Hospital, Dover, Delaware and Milford Memorial Hospital, Milford, Delaware

Title: CORRECTIVE ACTION	No: B9065.18 Replaces: Current B9065.18
Department: HUMAN RESOURCES	Originated: 01/09/79

Effective on date of Administration's approval: 06-09-05 New: ☐ Revised: ☒

Originating Department
Approval:

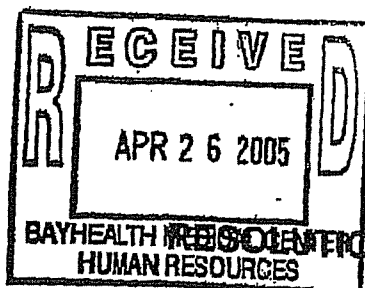
Jon C. McDowell, VP, Human Resources

Review Dates: _____

Administration's Approvals

Terry V. Feinour, Senior Vice President, Corporate Services	date signed
William A. Rosenfeld, M.D., Senior Vice President, Clinical Integration	date signed
Judith B. Martin, Senior Vice President, Patient Care Services	date signed
Marshall A. Campanello, Senior Vice President, Strategic Planning/Development	date signed
Earl P. Tanis, Senior Vice President, Financial Services/CFO	date signed
Deborah Watson, Vice President, Southern Division	date signed
Alfred Pilong, Vice President, Ambulatory Services	date signed
Paul E. Lakeman, President, Bayhealth Foundation	date signed
Terry Murphy Executive Vice President / COO	date signed
Dennis E. Klima President / CEO	date signed

12- 9-05; 18:57 ; Bayhealth



Bayhealth Medical Center

Dieta
05/11/05

RESOLUTION OF WORK RELATED ISSUES/CONCERNS FORM

Step	Level	Employee Time Limits	Resolution
Step 1 - Verbal	Supervisor	Within 3 working days	5 working days*
Step 2 - Written	Department Director	Within 3 working days	5 working days*
Step 3 - Written	Division Vice President	Within 3 working days	5 working days*
Step 4 - Written	COO/CEO	Within 3 working days	10 working days*

Employee shall complete this form as thoroughly as possible to ensure that the issues/concerns are evaluated.

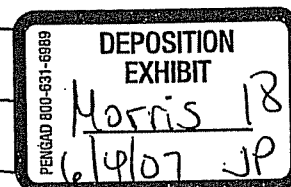
If the Employee does not invoke the next step within the prescribed time frames, the complaint will be considered resolved.

*Copies of Employee Problem Solving Procedure to Human Resources.

EMPLOYEE ISSUES/CONCERNS

Name Nathaniel Morris Date April 26, 2005
 Title Control Officer Dept. Security
 Issue(s) Falsely Accused of Theft

Applicable Policy, Work Rule, or Practice _____



Date of Issue April 12, 2005 Time Approx. 1800 Location Cafeteria
 Witnesses Martha Hudson, Janean Francies, Joe Stewart
 Other Pertinent Facts There is a supervision on duty at all times in the kitchen, why wasn't I approached by them?

A fair solution to this problem is This case be thrown out because it is not true. I'm a christian and stealing is far from my mind I have kids to feed why would I put a soda before them ???

Nathaniel Morris



Human Resources Department
Tel 302 744-7143 - Kent General Hospital
Tel 302 430-5708 - Milford Memorial Hospital

Bayhealth Medical Center
640 South State Street
Dover, DE 19901

SENT REGULAR AND CERTIFIED U.S. MAIL

May 9, 2005

Mr. Nathaniel A. Morris
107 Davis Circle
Dover, Delaware 19904

Dear Mr. Morris:

Please accept this letter as formal notification of my decision regarding your appeal filed on April 26, 2005 related to your discharge of employment issued on April 25, 2005. Your appeal was timely; accordingly, I granted you an audience with me on May 4, 2005, at 11:00 a.m. Our conference was convened in accordance with Bayhealth Human Resources Policy B9065.30, Problem Resolution, § 5.3.

As a matter of background, you were discharged from your employ with Bayhealth Medical Center because your Director found [through an internal investigation] that it was probable that you removed a beverage from the Kent General Hospital cafeteria without remitting payment for such. In so doing, your actions constituted theft, an offense which warrants discharge from employment in accordance with Bayhealth Human Resources Policy B9065.18, § 9.4.2.3.

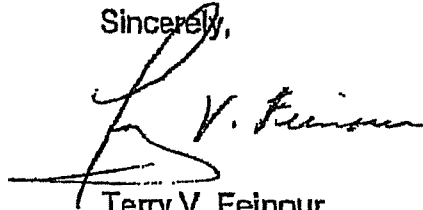
In reviewing your appeal, I carefully considered the evidence presented through the internal investigation, your written appeal, your verbal comments during our conference, and your personnel record. Because you identified witnesses within the construct of your written appeal, I did interview both the witnesses you identified and witnesses identified by the investigator.

Based upon the available information before me, I find the direct witness statement persuasive wherein you were observed to have removed the beverage from the cafeteria without payment. Accordingly, I find no error in the assessment proffered by your Director. In so doing, I **AFFIRM** the discharge action issued.

If you are dissatisfied with my decision you are entitled to continue the appeal process by asserting such to the Chief Operating Officer. In order to do so, you must complete the appended form and return such to the Department Human Resources, Kent Campus, within three (3) business days of your receipt of this letter.

If you have any questions about the appellate process, you may contact Mr. Jeffrey M. Lewin, Manager, Employee/Labor Relations at 744-7145.

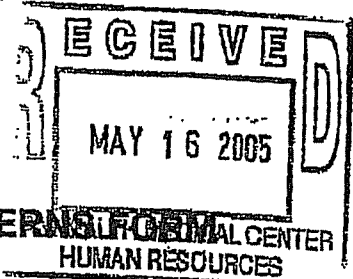
Sincerely,

A handwritten signature in black ink, appearing to read "Terry V. Feinour". The signature is stylized with a large, sweeping initial "T" and "F".

Terry V. Feinour
Senior Vice President, Corporate Services

cc: ~~Jon C. McDowell, VP, Human Resources~~
Terrence Murphy, EVP/COO

Bayhealth Medical Center



RESOLUTION OF WORK RELATED ISSUES/CONCERNS FORM

Step	Level	Employee Time Limits	Resolution
Step 1 - Verbal	Supervisor	Within 3 working days	5 working days*
Step 2 - Written	Department Director	Within 3 working days	5 working days*
Step 3 - Written	Division Vice President	Within 3 working days	5 working days*
Step 4 - Written	COO/CEO	Within 3 working days	10 working days*

Employee shall complete this form as thoroughly as possible to ensure that the issues/concerns are evaluated.

If the Employee does not invoke the next step within the prescribed time frames, the complaint will be considered resolved.

*Copies of Employee Problem Solving Procedure to Human Resources.

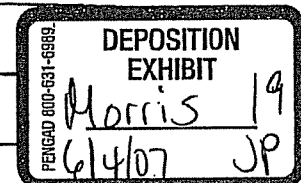
EMPLOYEE ISSUES/CONCERNS

Date 5/16/05

Name Nathaniel Morris Title Control/Security Dept. Security

Issue(s) Falsely Accused of Stealing

Applicable Policy, Work Rule, or Practice _____



Date of Issue 4/12/05 Time 1800-1830 Location Cafeteria

Witnesses _____

Other Pertinent Facts I did not happen, no concrete facts has been presented to me to prove this termination.

A fair solution to this problem is That this investigation be seriously looked at and that some other grown people stop playing games. The truth will have to be told in court.



SENT REGULAR AND CERTIFIED U.S. MAIL

Terry M. Murphy, FACHE
Executive Vice President/COO

Bayhealth Medical Center
640 South State Street
Dover, DE 19901

Tel 302 744-7014

June 8, 2005

Mr. Nathaniel A. Morris
107 Davis Circle
Dover, Delaware 19904

Dear Mr. Morris:

Under the provisions set forth in Bayhealth Medical Center Human Resources Policy, B9065.30, Problem Resolution, § 5.4, you appealed your discharge from employment issued by your Department Director on April 25, 2005 and affirmed by the Senior Vice President, Corporate Services on May 9, 2005. The stated reason for your discharge was that it was found, through investigation, that you removed a beverage from the Kent General Hospital Cafeteria without paying for such. Your appeal was timely; accordingly, I met with you to hear the matter on May 27, 2005.

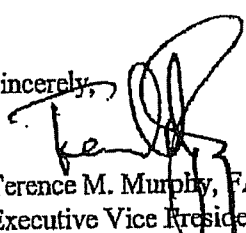
In determining whether to affirm, reverse, or commute the discharge action, I considered your written statements, your oral presentation before me, the direct witness statements, the statements of witnesses you identified, the results of the internal investigation, and I reviewed your personnel record.

After careful review, I affirm the discharge decision issued by your Director.

In accordance with Bayhealth policy, your meeting with me constitutes the final step in the problem resolution process.

If you have further questions, you may contact Mr. Jeff Lewin, Manager, Employee/Labor Relations at (302) 744-7145.

Sincerely,

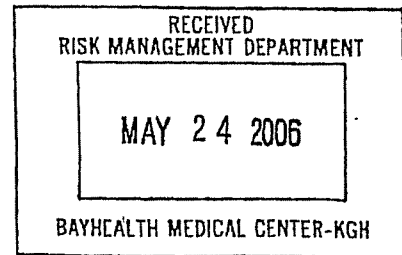


Terence M. Murphy, FACHE
Executive Vice President/COO

TMM/cm
:008

cc: Jon McDowell, VP, Human Resources
Terry Feinour, SVP, Corporate Services

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE



NATHANIEL MORRIS, JR.,

Plaintiff,

v.

BAYHEALTH MEDICAL CENTER,

Defendant.

C.A. NO.:

06 - 290

TRIAL BY JURY DEMANDED

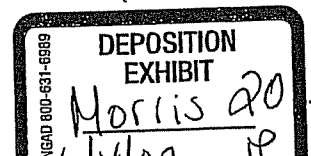
COMPLAINT

1. Plaintiff, Nathaniel Morris, Jr., is an adult African American individual who resides at 107 Davis Circle, Dover, Delaware 19901.
2. Defendant, Bayhealth Medical Center, is a Delaware corporation with an address of 140 South State Street, Dover, Delaware, 19904.

FILED
CLERK U.S. DISTRICT COURT
DISTRICT OF DELAWARE
2006 MAY -31 PM 4:08

JURISDICTION AND VENUE

3. This is a proceeding for declaratory and injunctive relief and monetary damages to redress the deprivation of rights secured to plaintiff by Title VII of the Civil Rights Act of 1964, as well as a common law claim brought pursuant to state law.
4. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §1343(3) and 1343(4), conferring original jurisdiction upon this Court of any civil action to recover damages or to secure equitable relief under any Act of Congress providing for the protection of civil rights. The Court's pendent jurisdiction of claims arising under Delaware law is invoked pursuant to 28 U.S.C. 1367(a).
5. Venue lies in this Court pursuant to 28 U.S.C. §1391 because defendant is subject to



personal jurisdiction in this district.

FACTS

6. Plaintiff was working with Bayhealth Medical Center as a Security Officer for four years when his employment was terminated.
7. Plaintiff was given keys to everything in the Medical Center and he worked many double shifts as a Security Officer.
8. In or around the end of March 2005, Plaintiff was brought into the Office of Jeff Lewin, The Human Resources Director, by Mr. Marvin Lands, The Director of Security.
9. At that time, Plaintiff was questioned regarding an incident with his license that occurred prior to his start as a Security Officer. Plaintiff informed Mr. Lewin that the suspension of his license was for failure to pay his child support. His child support was garnished directly out of his check and had been for the past four years and that the license problem had been resolved.
10. Plaintiff was then questioned regarding another incident that occurred in Maryland, prior to his start at Bayhealth regarding a stolen rental car.
11. Plaintiff informed Mr. Lewin that the case had been dismissed against him because he did not steal the rental car. Mr. Lewin requested Plaintiff sign a form so they could investigate this incident. Plaintiff signed the form and an investigation was conducted.
12. On or about April 13, 2005, Plaintiff was again called into Mr. Lewin's Office. Mr. Lewin acknowledged that the Maryland incident was cleared as Plaintiff said, however, he then informed Plaintiff that he was seen taking a soda from the cafeteria without paying for it.

13. Mr. Lewin and Mr. Lands informed Plaintiff that they would conduct an investigation.
14. Two days later Plaintiff went on a prescheduled vacation.
15. On or about April 25, 2005, upon his return from his vacation, Plaintiff was informed that the investigation has been completed and that he was terminated.
16. The results of the investigation indicated that Defendant had one witness who claims she saw the Plaintiff take a soda, but the employer had no substantial evidence.
17. In early March 2005, at about the same time as the initial questioning, by Defendant, of the incidents that occurred prior to Plaintiff's start at Bayhealth Medical Center, a Retired Caucasian Police Officer contacted Plaintiff's supervisor, Dave Freeman regarding employment. At the time there was no open positions.
18. After Plaintiff was terminated, the same Retired Police Officer was hired and put into Plaintiff's position.

COUNT I.

VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

19. The averments of paragraphs 1 through 18 are incorporated by reference as if fully set forth at length.
20. Defendants actions constitute a violation of Title VII of the Civil Rights Act of 1964.

WHEREFORE, Plaintiff requests that the Court enter judgment in his favor and against Defendant awarding Plaintiff damages arising as a result of the violation, including punitive damages, attorneys fees and costs and such other relief as the Court deems just and necessary under the circumstances.

COUNT II.**BREACH OF THE STANDARD OF GOOD FAITH AND FAIR DEALING**

21. Paragraphs 1 through 20 are incorporated herein by reference.
22. Defendants discharge or termination of Mr. Morris was a breach of the public policy of the State of Delaware and was therefore, a breach of the covenant of good faith and fair dealing implied in his employment contract.
23. As a direct and proximate result of the breach of the covenant of good faith and fair dealing implied in its contract with Mr. Morris by defendant, Mr. Morris has suffered, is presently suffering and will continue to suffer lost income and benefits, lost future wages, loss of professional stature, emotional pain and suffering, humiliation, inconvenience, mental anguish, loss of enjoyment of life and other pecuniary and non-pecuniary losses.
24. Defendants wrongful misconduct was malicious, reckless, willful and wanton.
Defendants are therefore liable to Mr. Morris for punitive damages

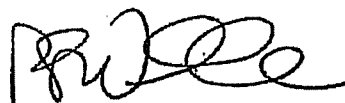
WHEREFORE, Plaintiff requests that the Court enter judgment in his favor and against Defendant awarding Plaintiff damages arising as a result of the breach, including punitive damages, attorneys fees and costs and such other relief as the Court deems just and necessary under the circumstances.

COUNT III.**BREACH OF THE DELAWARE DISCRIMINATION IN EMPLOYMENT ACT**

25. Paragraphs 1 through 24 are incorporated herein by reference.
26. Defendants actions constitute a violation of the Delaware Discrimination of Employment Act.

WHEREFORE, Plaintiff requests that the Court enter judgment in his favor and against Defendant awarding Plaintiff damages arising as a result of Defendant's conduct, including punitive damages, attorneys fees and costs and such other relief as the Court deems just and necessary under the circumstances.

NOLTE & ASSOCIATES



R. STOKES NOLTE, ESQUIRE

ID No. 2301

Nolte & Associates

1010 N. Bancroft parkway Suite 21

Wilmington, DE 19805

(302) 777-1700

Attorney for Plaintiff

STATE OF DELAWARE

:
: ss.
:

COUNTY OF KENT

AFFIDAVIT

I, MARVIN LANDS, being duly sworn, depose and make the following
statement:

1. I am employed by Bayhealth Medical Center ("Bayhealth"), 640 South State Street, Dover, Delaware. My title at Bayhealth is Director, Department of Security, Safety, and Auto Services. I held that title during the entire period of Nathaniel Morris' employment at Bayhealth.
2. As Department Director, I authorized the hiring of Mr. Morris effective November 11, 2000.
3. I also authorized the promotion of Mr. Morris to the position of Control Center Operator effective May 6, 2001.
4. Bayhealth employed three other African-American males in the Security Department at Kent General Hospital during the period of Mr. Morris' employment. Alyn Pearis, Blaine Brown and Doyne Harris were employed as Security Officers. Brown also held the position of Control Center Operator.
5. Mr. Morris was the only one of the four African-American employees terminated for cause. Harris voluntarily resigned from his position to pursue another opportunity. Brown and Pearis remain employed by Bayhealth.
6. As a Security Officer, Mr. Morris was required to take a basic training course in healthcare security and pass the course examination. The basic training course is administered by

the International Association of Healthcare Safety and Security ("IAHSS"). An individual who takes the basic training course and passes the course examination is considered certified by the IAHSS as a healthcare security officer. Bayhealth security department personnel are awarded a five percent raise upon becoming IAHSS-certified. IAHSS certification is a requirement of both the Security Officer and Control Center Operator positions.

7. In 2005, I asked Mr. Morris whether he had taken the IAHSS basic training examination and Mr. Morris responded in the affirmative.

8. I subsequently checked with the IAHSS to determine the results of the examination. The IAHSS informed me that it had no record of Mr. Morris having ever taken the examination.

9. When I discussed this with Mr. Morris, he was unable to offer any explanation for the fact that the IAHSS had no record of his examination results.

10. After his promotion to Control Center Operator, Mr. Morris was required to take a supervisory training course administered by the IAHSS within twelve months of employment in that position. Upon completion of the course, Mr. Morris was entitled to a five percent raise. Mr. Morris never took the supervisory training course.

11. At some point during Mr. Morris' employment, Bayhealth's automobile insurance carrier refused to include Mr. Morris as a covered driver because Mr. Morris' Delaware driver's license had been suspended on multiple occasions.

12. After I was advised that Mr. Morris had been dropped from Bayhealth's automobile insurance policy, I checked Mr. Morris' personnel file in the Human Resources department to determine whether Bayhealth had run a criminal background record check on Mr. Morris at the time of his hire.

13. I found a criminal background record check, dated 12/07/00, in the personnel file that showed that Mr. Morris had been arrested six times during the three year period from December 1995 to December 1998.

14. Concerned by my discovery of Mr. Morris' criminal record, I called Mr. Morris into my office and asked Mr. Morris to explain why he had been arrested.

15. Mr. Morris explained that each of the arrests was for failure to pay child support due to financial problems. Mr. Morris further explained that he had resolved his financial problems and remained current with his child support obligations since 1998.

16. I could have discharged Mr. Morris immediately, either because he had failed to disclose his criminal record on his application or because he could no longer perform outside patrol duty. However, I made the decision to accept Mr. Morris' explanation and, from that time going forward, accommodated him by assigning him only to inside patrol.

17. In late March 2005, Bayhealth received a letter from the Delaware Criminal Justice Information System ("DELJIS") denying Mr. Morris' application for DELJIS access.

18. Shortly after Bayhealth received the DELJIS letter, Jeffrey M. Lewin and I met with Mr. Morris in Mr. Lewin's office to discuss DELJIS's denial of his application for access privileges.

19. During the discussion, Mr. Morris volunteered that he had been arrested in Wicomico County, Maryland on charges of stealing a rental car, but stated that he had not been convicted of the charges.

20. Mr. Morris explained to us that the charges against him had been dismissed because he did not steal the rental car.

21. Mr. Lewin asked Mr. Morris to sign a release so that Bayhealth could conduct a criminal background record check.

22. Mr. Morris signed the release and the criminal background record check was conducted.

23. On or about April 4, 2005, Mr. Lewin contacted me and informed me that the criminal background record check indicated that Mr. Morris' criminal record was clear.

24. Shortly thereafter, I met with Mr. Morris and informed him that his criminal record was clear. I also informed Mr. Morris that I would make an exception for him and allow him to continue working as a Control Center Operator despite his inability to obtain DELJIS access privileges.

25. Harvey Scott (Caucasian), who held the position of Constable at Kent General Hospital, submitted his resignation from employment effective March 23, 2005. Scott's resignation created a vacant Constable position.

26. On April 4, 2005, a retired police officer, Gregory Coughlin (Caucasian), interviewed for the vacant full-time Constable position. Coughlin was given an application to complete and return to Bayhealth. Coughlin submitted the completed application to Bayhealth on April 15, 2005.

27. After reviewing Coughlin's application, I determined that Coughlin's qualifications met the requirements of the vacant full-time Constable position and hired him to replace Harvey Scott effective May 4, 2005.

28. Coughlin has never held the position of Security Officer or Control Center Officer while employed by Bayhealth Medical Center.

29. At or about 7:30 a.m. on April 13, 2005, Ashley Fulcher, Food Service Worker, approached me and informed me that she had observed Mr. Morris enter the food service area in the Kent General Hospital Cafeteria on the previous evening and take a bottle of dark-colored soda from the food service area without paying for it.

30. Immediately after receiving Ms. Fulcher's report, I conducted a comprehensive internal investigation to determine the credibility of her allegation that Mr. Morris had stolen a soda.

31. I began my investigation on April 13, 2005 and concluded it on April 18, 2005.

32. During this period, David Freeman and I conducted a total of ten interviews with Bayhealth employees.

33. We conducted two separate interviews each with Ms. Fulcher and with Mr. Morris.

34. The remainder of the interviews were with employees who were present in the cafeteria dining room and/or serving area at the time of the alleged incident.

35. The interviews are summarized in investigation reports prepared by myself and Mr. Freeman. (True and correct copies of the reports that I prepared are attached hereto as Exhibits 1 and 2).

36. Mr. Freeman and I interviewed Ashley Fulcher on April 13, 2005.

37. Ms. Fulcher denied having any interpersonal conflict with Mr. Morris.

38. She stated that she had no interaction with Mr. Morris other than exchanging greetings in the Kent General Hospital Cafeteria.

39. Ms. Fulcher complied with my request that she submit a written statement describing her observations on April 12, 2005.

40. Mr. Freeman and I interviewed Ms. Fulcher again on or about April 14, 2005 to verify the information she had provided previously.

41. Ms. Fulcher's account of her observations on April 12, 2005 was consistent with that provided during her first interview and in her written statement.

42. Mr. Freeman and I conducted interviews with Mr. Morris on April 13 and April 14, 2005. Mr. Freeman prepared an investigation report summarizing the interviews.

43. Further investigation following the interviews revealed that certain claims by Mr. Morris regarding his work schedule Mr. Morris' claims regarding his work schedule were inconsistent with Bayhealth's records.

44. Bayhealth's payroll records show that Mr. Morris was scheduled for, and worked, an eight-hour regular shift, rather than a sixteen-hour double shift, on April 11, 2005. (A true and correct copy of Bayhealth's payroll records for Mr. Morris for the period from April 1, 2005 through April 13, 2005 is attached hereto as Exhibit 3). Mr. Morris had worked approximately ten hours of a sixteen-hour double shift at the time he entered the Hospital cafeteria on April 12, 2005.

45. After review the information obtained pursuant to our departmental investigation, I concluded that it was probable that Mr. Morris had removed a beverage from the food service area of the Kent General Hospital Cafeteria and left the food service area without paying for the beverage, thereby engaging in theft.

46. I based my conclusion upon the credible statements of Ms. Fulcher, as contrasted with the inconsistent and inaccurate statements made by Mr. Morris. Further, I found

no evidence of any improper motive on the part of Ms. Fulcher. Mr. Morris and Ms. Fulcher both stated during their interviews that they had a professional and cordial relationship and that there was no interpersonal conflict between them.

47. Having concluded that Mr. Morris had engaged in the theft of the soda, I made the decision to terminate Mr. Morris' employment.

48. In making my decision, I relied not only on Bayhealth's Corrective Action policy, but also on the standard of behavior expected of security personnel and departmental past practice. I concluded that Mr. Morris' act of theft had breached the public trust and confidence necessary to operate effectively in the security position. I also considered the fact that I had previously made the decision to discharge a Caucasian Security Officer for theft of an ink pen.

49. Accordingly, I met with Mr. Morris and issued a discharge notice to him on April 25, 2005. (A true and correct copy of the discharge notice issued to Mr. Morris is attached hereto as Exhibit 4).

50. After Mr. Morris' discharge, I decided to reassign his shifts temporarily to other Security Officers and/or Control Center Operators, including Blaine Brown (African-American), while Mr. Morris' appeal was pending.

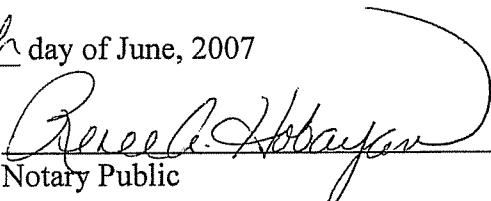
51. After Mr. Morris exhausted his appellate rights and his discharge was upheld, I decided to continue the temporary assignments on an interim basis instead of replacing Mr. Morris with an internal promotion or new hire. (A true and correct copy of Bayhealth's Departmental Staffing Roster Reports for 4/15/2005 and 9/12/2005 are attached hereto as Exhibit 5). Bayhealth did not add a another full-time Control Center Operator to its staff until May 18, 2006, more than one year after the termination of Mr. Morris' employment.

52. I understand that Mr. Morris has alleged that he was discharged because of his race, which is African-American. I further understand that Mr. Morris has alleged specifically that he was discharged so that Bayhealth could replace him with a Caucasian retired police officer shortly after his discharge. Both allegations are entirely inaccurate and untrue. I made the decision to discharge Mr. Morris solely for the reasons set forth in Paragraphs 48 and 49, above. Mr. Morris' race played absolutely no role in my decision to discharge him. Furthermore, I did not hire Gregory Coughlin as a Security Officer or Control Center Officer to replace Mr. Morris. To the contrary, as discussed above, I hired Mr. Coughlin as a Constable to replace Harvey Scott. (See Ex. 5, Departmental Staffing Roster Report for 9/12/2005).

I have read the above statement and swear it is true and correct to best of my personal knowledge, information and belief.


MARVIN LANDS

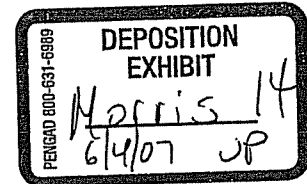
Sworn to and subscribed before me this 28th day of June, 2007


Notary Public

RENEE A. HOBAYAN
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires June 4, 2010

EXHIBIT 1

12- 9-05;18:57 ; Bayne III



At approximately 7:30 a.m., April 13, 2005, Ashley Fulcher, Dietary employee, reported to Marvin Lands that security officer Nathaniel Morris removed a soda from the cooler without paying for it, at approximately 6:15 a.m. on April 12, 2005. See Ashley's attached statement and interview notes from dietary employees, Dotty Steinruck, Carmetta Holding and Quiana Gray. Interview notes from Environmental Services employees Jeannine Francios, Martha Hudson and security officer Nathaniel Morris.

Ashley Fulcher (Dietary employee) was the dietary cashier April 12, 2005

What did Morris buy for dinner? She could not remember, only that he bought a bottle of water and other food items. After paying for his meal at approximately 6:15 p.m., April 12, 2005, Morris sat down with two ES workers, Martha Hudson and Jeannine Francios. He later left the table went to the food serving area removed a bottle of soda (dark color, maybe Pepsi) from the refrigerated cooler, held the soda down by his leg, walked around the area as if he was looking for something and then left the serving area with the soda without paying for it and went back to the table with Martha and Jeannine. Ashley Fulcher was standing at the cash register when Morris removed the soda and she had a clear view of the refrigerated cooler. She could not recall Morris removing anything else from the serving area. She was asked if she saw Morris with a bowl when he came back to the serving line a second time. She indicated she did not. At approximately 6:35 p.m., (the serving area closes at 6:30 p.m.) Ashley Fulcher went to the Dietary Courtyard to smoke a cigarette. As she passed the table where Morris, Martha and Jeannine were sitting, she noticed that it appeared he had eaten his meal, she saw the empty bottle of water, but not the soda. When she came back into the cafeteria, she couldn't remember if he was still at the table or not. Fulcher was asked if Morris went into the serving area more than once after paying for his meal. Fulcher indicated that she only saw him enter the serving area one time after paying for his meal (when he took the soda). Fulcher was asked if she told anybody else about the alleged theft. She responded that she had only told Dotty Steinruck. Fulcher was asked if she made the following statement to anyone "When did security start getting free sodas". She said she did not recall making that statement to anyone.

I asked her if she was that observant of all people coming into the Cafeteria to eat or just Morris. She said that she watched Morris when he came in, because he stole a bottle of grape juice approximately two weeks earlier. Ashley indicated that she told Dotty about both incidents when they happened, and that Dotty told her to report it. Ashley said she did not report it because she did not want to "rat" on anyone.

Quiana Gray (Dietary employee) was working the deli line Tuesday April 12, 2005.

She remembered Morris coming in to eat, but she did not serve him and does not remember what items he selected to eat/drink. She does not remember Morris leaving his tray of food with any of the dietary employees. She did not see him come into the serving area a second time after he paid for his meal.

Dotty Steinruck (Dietary employee)

What did Ashley tell you? She couldn't remember how long ago, but she remembered Ashley telling her Nate Morris stole a bottle of grape juice. Dotty said she told her to report the incident to Marvin in security. Dotty said Wednesday morning, April 13, Ashley appeared to be upset and told her that Morris had stolen a bottle of soda the night before while she was cleaning/straightening up the serving area. Dotty said Ashley and she were still discussing the incident when Marvin Lands came through the register line and she (Dotty) told her you need to tell him indicating Marvin Lands. At that point in time Ashley came up to Marvin and reported the incident. Dotty said she did not talk to anyone else about the thefts and could not remember any other information.

Martha Hudson (ES employee) ate dinner with Morris, April 12, 2005

I explained to Martha that I was looking into allegations of someone taking food and or drinks from the cafeteria without paying for them. I asked her if she recalled eating dinner with Morris Tuesday night and she started shaking her head and saying that Morris did not take anything. I told her to stop shaking her head and listen to the questions before she volunteered any information because she did not know what questions I would be asking. I asked if she recalled what Morris ate Tuesday and she said chicken and dumplings. She did not recall what he drank or see him with a soda.

Jeannine Francios (ES employee) ate dinner with Morris April 12, 2005

Jeannine recalled eating dinner with Morris, but could remember what he ate or drank. She did not recall him with a soda saying that he normally drinks juice or water.

Carmetta Holding (Dietary employee) was the server at the hot food area, April 12, 2005.

She remembered Morris coming in Tuesday evening, April 12, and asking for apple sauce. She went to the back to get apple sauce because there wasn't any on the serving line. She gave him the apple sauce, plus chicken & dumplings and he went through the serving area paying Ashley for the items. She did not remember if he had anything to drink, but said he normally drinks juice or water. She did not recall him coming back into the service area that evening. Did Morris give you his tray of food to keep behind the line Tuesday during dinner? No. Carmetta indicated that it was not uncommon for a security officer to respond to an emergency and the dietary employees would keep their food behind the line. She remembered keeping Morris' food Wednesday, April 13 during lunch to go upstairs and get a bag of chips. She could not recall the last time she kept Morris's tray prior to Wednesday. Carmetta recalled Ashley coming up to her at the serving line, April 12 and saying "when did security start getting free sodas?" Carmetta said she just looked at Ashley and continued to work without responding.

EXHIBIT 2

Disciplinary Action Notes
(Nathaniel Morris)

When talking to Morris, he was asked why he did not write a statement concerning this incident. He said that he didn't take the soda and didn't believe the incident to be serious. However, through the course of the discussion it was learned that he had talked to Martha Hudson about the allegation shortly after he left my office on April 13. Morris blurted out "didn't Martha tell you I had water to drink". Since he indicated it wasn't serious, I asked him why he talked to Martha and he replied "because I am being falsely accused and I needed a witness". The complainant, Ashley Fulcher substantiated during her interview that Morris had a bottle of water.

I explained to him that his statement about leaving the serving area due too a dispatch was unfounded. I informed him that there was no entry in the security log, no radio communication recording and no activity on the surveillance cameras that supported his explanation. He appeared to be receptive of those comments, but when I added that Carmetta said she never took his tray, he got extremely excited and said "that's a lie" and rambled on about working 16 hours on April 12. I took his comment about working 16 hours as meaning that he may have been mistaken about the tray. Morris did work a double shift on April 12 and would have worked approximately 10 hours when the incident occurred. He continued to talk about Carmetta being wrong and working 16 hours.

I explained to Morris how I made my decision based on the creditability of Ashley Fulcher and his explanation of leaving the serving area and returning as being unfounded. I informed him that Fulcher was watching him because she alleged that he took a bottle of grape juice approximately two weeks earlier. The accusation did not draw any type of response other than why didn't she report it. He did not deny or respond in any other way to her accusation.

Mar 3 L...
4-26-05

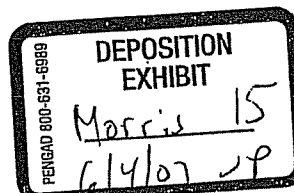


EXHIBIT 3

J Walk - iSeries History: BAYHEALTH

iSeries History: BAYHEALTH KRONOS

Employee - Rounded

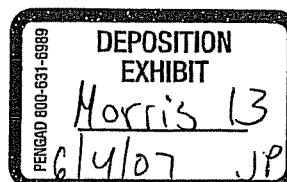
Emp ID: 021099 MORRIS, NATHANIEL A Badge: From: 4/01/05 To: 4/15/05

Position To Date:

Date	In	Out	Hours	Stk	Pct	Ap	Labor Level	Notes
FR 4/01/05	16:00	L 23:45	7.75	8.00		5	10.IS.8160.0328.1.033	
MO 4/03/05	23:45	U 7:45	8.00			5	10.IS.8160.0328.1.033	
MO 4/04/05	15:45	23:45	8.00	8.00		5	10.IS.8160.0328.1.033	
TU 4/05/05	15:45	23:45	8.00	8.00		5	10.IS.8160.0328.1.033	
TH 4/06/05	18:15	U 7:45	13.50			5	10.IS.8160.0328.1.033	
TH 4/07/05	15:45	23:45	8.00	8.00		5	10.IS.8160.0328.1.033	
FR 4/08/05	15:45	23:45	8.00	8.00		5	10.IS.8160.0328.1.033	
MO 4/10/05	23:45	U 7:45	8.00			5	10.IS.8160.0328.1.033	
MO 4/11/05	15:45	23:45	8.00	8.00		5	10.IS.8160.0328.1.033	
TU 4/12/05	7:45	E 23:45	16.00	8.00		5	10.IS.8160.0328.1.033	
WE 4/13/05	7:45	E 23:45	16.00	8.00		5	10.IS.8160.0328.1.033	

View Breakdown *Exception Codes

Pay Category Breakdown			
OVT	37.25	SHF2	77.25
REG	88.00	SHF3	24.00
PTOU	8.00		
			Total
			125.25



J Walk - iSeries History: BAYHEALTH

iSeries History: BAYHEALTH KRONOS

Employee - Rounded

Emp# 121999 MORRIS, NATHANIEL A Badge 121999 From 04/01/05 To 04/15/05

Position To Date

	Date	In	Out	Hours	SC	PC	AP	Labr Levels	Notes
TH	4/14/05	15:45	23:45	8.00	8.00		5	10.IS.8160.0328.1.033	
FR	4/15/05	0:00		8.00	8.00	PTOU	5	10.IS.8160.0328.1.033	

View Brkdw * Exception Codes

Pay Category Breakdown

OVT	37.25	SHF2	77.25	REG	88.00	SHF3	24.00	PTOU	8.00
Total									125.25

DNORMODK
7/06/05 7:48

1Series Timekeeper: BAYHEALTH
PUNCH DETAIL HISTORY
3/31/05 THRU 4/30/05

CLK100P
PAGE: 1

EMPLOYEE: 000103381 FULCHER, ASHLEY E

DAY	DATE	---ROUNDED---		DAILY NOTES	---ACTUAL---		---SCHEDULED---		PAY CODE	HOURS	AP	LABOR	TOTAL HOURS
		IN	OUT		IN	OUT	IN	OUT					
EMPLOYEE:	103381	FULCHER, ASHLEY E											
SAT	4/02/05	10:45	19:15	A	10:43	19:15	10:45	19:15	NR, 24/7; EVEN SHIF	8.00	5	11.15.8000.0684.1.090	8.00
SUN	4/03/05	10:45	19:15	A	10:42	19:14	10:45	19:15		8.00	5	11.15.8000.0684.1.090	16.00
TUE	4/05/05	8:00	16:30	A	8:07	16:34	8:00	16:30		8.00	5	11.15.8000.0684.1.090	24.00
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FRI	4/08/05	15:15	19:15	A	15:09	19:10	10:45	19:15		4.00	5	11.15.8000.0684.1.090	44.75
MON	4/11/05	5:30	14:00	A	5:24	13:59	5:30	14:00		8.00	5	11.15.8000.0684.1.090	52.75
TUE	4/12/05	10:45	19:15	A	10:41	19:14	10:45	19:15		8.00	5	11.15.8000.0684.1.090	60.75
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SUN	4/17/05	10:45	19:15	A	10:45	19:16	10:45	19:15		8.00	5	11.15.8000.0684.1.090	92.75
MISSED PUNCH													
TUE	4/19/05	5:30	14:30	L	5:25	14:37	5:30	14:00		8.50	5	11.15.8000.0684.1.090	101.25
WED	4/20/05	8:00	16:30	A	8:00	16:27	8:00	16:30		8.00	5	11.15.8000.0684.1.090	109.25
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TUE	4/26/05	10:45	19:15	A	10:40	19:17	10:45	19:15		8.00	5	11.15.8000.0684.1.090	142.25
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SAT	4/30/05	10:45	19:15	A	10:45	19:09	10:45	19:15		8.00	5	11.15.8000.0684.1.090	166.50
MISSED PUNCH													
TOT HRS:	166.50	WORKED			164.75	NON-WORKED	69.75	PAID		236.25	NON-PAID		\$.00
HOURS BY PAY CODE		REGULAR	164.75	WKND DAY SHIF	1.75	OVERTIME	23.75	WKND EVE SHIF	16.25	WKND DAY SHIF	16.25	WKND NGT SHIF	12.00
HOURS BY ENTITY		OVERTIME	1.75	REGULAR	164.75	WKND EVE SHIF	16.25	WKND NGT SHIF	17.75	WKND EVE SHIF	17.75	WKND NGT SHIF	12.00
KENT		WKND DAY SHIF	23.75	WKND EVE SHIF	16.25	WKND NGT SHIF	17.75	WKND NGT SHIF	12.00				
** FINAL TOTALS													
TOT HRS:	166.50	WORKED			164.75	NON-WORKED	69.75	PAID		236.25	NON-PAID		\$.00
HOURS BY PAY CODE		REGULAR	164.75	WKND DAY SHIF	1.75	OVERTIME	23.75	WKND EVE SHIF	16.25	WKND DAY SHIF	16.25	WKND NGT SHIF	12.00
HOURS BY ENTITY		OVERTIME	1.75	REGULAR	164.75	WKND EVE SHIF	16.25	WKND NGT SHIF	17.75	WKND EVE SHIF	17.75	WKND NGT SHIF	12.00
KENT		WKND DAY SHIF	23.75	WKND EVE SHIF	16.25	WKND NGT SHIF	17.75	WKND NGT SHIF	12.00				

12- 9-05;18:57 ;Bayneaitn HK

DNORWOODX
7/06/05 7:48BAYNEAITN
Punch Detail History
Selection Criteria

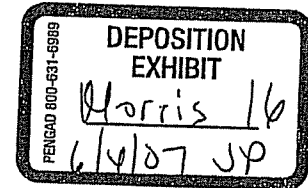
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Select Range:
Date & Time Range: 3/31/05 23:00 4/30/05 23:00
Employee Number: 103381
Badge Number: 103381
Time Clocks:
Entity:
Division:
Cost Center:
Job Class:
Position:
Director:
Activity:

Pay Period Rules:
Schedule Codes:
Shift Codes:
Group Codes:
Status:
Pay Frequency: B
Pay Type:
Restriction Codes:

Sort Option: I - Alphabetic By Employee
Page Break By Sort Field: Y

EXHIBIT 4



EMPLOYEE CORRECTIVE ACTION RECORD

EMPLOYEE NAME: Morris, Nathaniel A.	
EMPLOYEE NUMBER: 121999	DEPARTMENT: Security
JOB TITLE: Operator, Control Center	SECTION/UNIT: KGH
DATE OF EMPLOYMENT: 11/11/2000	DATE OF CONFERENCE: 04/25/2005

1. Category and Level of Action (Complete Items 2 through 6 before completing this section.)

☒ MISCONDUCT

- ☐ Verbal Warning
- ☐ Written Warning
- ☐ Suspension
- ☐ Final Written Warning in Lieu of Suspension
- ☒ Discharge

☐ PERFORMANCE DEFICIENCY

- ☐ Verbal Warning
- ☐ Written Warning
- ☐ Performance Improvement Plan
- ☐ Discharge

2. Statement of Facts (What occurred, when did it occur, who was involved, where did it occur?): It was reported to Mr. Lands that on the 12th April 2005, you took a soda from the cafeteria without paying for it. An investigation was conducted to look into the alleged incident. Six Bayhealth employees and you were interviewed concerning this alleged incident. Your explanation of entering the serving area a second time due to being dispatched was unfounded. The department security logs and the recorded radio transmissions did not substantiate your statement. In addition, Carmetta Holding, the server for the dinner meal on April the 12th remembered serving you, but stated she neither kept your tray nor was aware of you being dispatched.

3. Rule, Policy, or Standard of Performance Violated (Cite the specific governing policy/standard): As a Security Officer you are not only responsible for obeying policies, but enforcing those same policies. Your actions on April 12 and explanation of those actions have discredited your position and authority as a security officer. Human Resources policy B9065.18, paragraph 9.4 defines theft as a discharge offense.

4. Reason for Action (Apply the facts to the governing rule/policy to validate that the action imposed is appropriate for the infraction): The results of the investigation indicates that you did take a soda from the cafeteria without paying for it. Termination of your employment is warranted in accordance with policy B9065.18

5. Specific Expectation for Improvement (Indicate expectations, time parameter for improvement, if applicable, and consequences for continued misconduct/deficiency):

None.

6. Prior Corrective Actions Imposed (Include date, subject and level of action):

DATE	REASON FOR ACTION	CORRECTIVE ACTION
None		

7. Employee Comments (Employee comments are optional; the signature of the employee merely indicates acknowledgement that the conference took place. The employee signature does not indicate agreement with the contents of the document.)

Employee refused to sign MSL

EMPLOYEE SIGNATURE

DATE

04/25/2005

SUPERVISOR SIGNATURE

DATE

04/25/2005

DEPARTMENT DIRECTOR SIGNATURE

DATE

04/25/2005

DIVISION VP SIGNATURE

DATE

04/25/2005

HR VP (OR DESIGNEE) SIGNATURE

DATE

4/29/05

NOTES

1. Department Directors are required to sign all actions consisting of a written warning or above; Division Vice Presidents are required to sign all actions consisting of a final written warning and above.
2. Employees are entitled to appeal corrective actions rising to the level of a written warning and above in accordance with Human Resources Policy B9065.30, Problem Resolution. Matters must be submitted to the appropriate Manager, Director, or Vice President within three (3) business days of the imposition of corrective action.

EXHIBIT 5

Date: 04/15/2005

BAYHEALTH MEDICAL CENTER, INC

Page : 13
Time: 1710
04/15/2005Department Staffing Roster Report For
Report: HERDRR10Fiscal Year: 2005
Department: 8160

Pos	Hours	FTEs	Employee
Entry/Vac	Assigned	Hire	Next
Nmbr PC	Budget	Assgnd	Assgnd LSRC
Date	Hrs-PP	FTEs ES WS PS	Employee Name
Date	Hrs-PP	FTEs ES WS PS	HEC Number

Job Class: 0324 OFFICER, WSP, SECURITY			
010 BW 47.20		0.5900	03*VACANCY*
06/24/04			
Job Class Totals:	Empl Count:	0	Hours-PP Budget: 47.20
1227.20	FTEs Budget:	0.5900	Hours-An Budget:
	Vacant Pos:	1	Assgnd: 0.00
0.00	Assgnd:	0.0000	Assgnd:
Job Class: 0326 ZSUPV, SECURITY			
010 BW 0.00		0.0000	03
Job Class Totals:	Empl Count:	0	Hours-PP Budget: 0.00
0.00	FTEs Budget:	0.0000	Hours-An Budget:
	Vacant Pos:	0	Assgnd: 0.00
0.00	Assgnd:	0.0000	Assgnd:
Job Class: 0327 DRIVER			
010 BW 240.00	240.00	3.0000	3.0000
07/21/03 80.00	1.0000AC F	N 07/21/03	07/21/05
09/24/00 80.00	1.0000AC F	N 06/19/00	06/19/05
11/16/03 80.00	1.0000AC F	N 11/11/02	11/16/05
Job Class Totals:	Empl Count:	3	Hours-PP Budget: 240.00
6240.00	FTEs Budget:	3.0000	Hours-An Budget:
	Vacant Pos:	0	Assgnd: 240.00
6240.00	Assgnd:	3.0000	Assgnd:
Job Class: 0328 OPERATOR, CONTROL CENTER			
010 BW 400.00	400.00	5.0000	5.0000
09/24/00 80.00	1.0000AC F	N 03/15/95	06/25/05
06/14/04 0.00	0.0000AC R	N 02/06/95	

02/20/05 80.00 1.0000AC F N 11/01/04 02/20/06	DENNIS, TROY G	10	124085
05/06/01 80.00 1.0000AC F N 11/11/00 05/06/05	MORRIS, NATHANIEL A	10	121999
07/19/04 0.00 0.0000AC F N 09/10/01 09/10/05	RANKIN, JOHN W	10	122362
09/24/00 80.00 1.0000AC F N 04/03/00 04/03/06	SHEPPERSON, TIMOTHY	10	121590
02/20/05 0.00 0.0000AC R N 01/13/92 02/20/06	SNELL, DAVID J	10	108318
01/26/03 80.00 1.0000AC F N 01/05/87 01/26/06	TINNEL, DONALD	10	108779
<p>Job Class Totals: Empl Count: 8 Hours-PP Budget: 400.00 Hours-An Budget:</p> <p>10400.00 FTEs Budget: 5.0000</p> <p>10400.00 Vacant Pos: 0 Assgnd: 400.00 Assgnd:</p> <p>10400.00 Assgnd: 5.0000</p>			
<p>Job Class: 0329 OFFICER, SECURITY</p> <p>010 BW 1366.40 960.00 17.0800 12.0000 03 BRADY, RICHARD L 10 123666</p>			
02/02/04 80.00 1.0000AC F N 02/02/04 02/02/06	BROWN, BLAINE T	10	101172
09/24/00 0.00 0.0000AC R N 02/06/95 04/26/05	CARTER, JOSEPH L	10	101451
11/14/04 80.00 1.0000AC F N 07/25/94 11/14/05	CREECH, DANIEL F	10	122769
05/20/02 80.00 1.0000AC F N 05/20/02 05/20/05	GREGORY, JOHN O	10	123451
07/21/03 80.00 1.0000AC F N 07/21/03 07/21/05	HARRIS, DOYNE L	10	123315
05/05/03 0.00 0.0000AC R N 05/05/03 05/05/05	JOHNSTON, RONALD T	10	123753
04/05/04 0.00 0.0000AC R N 04/05/04 04/05/06	MAY, RICHARD A	10	122249
06/04/01 80.00 1.0000AC F N 06/04/01 06/04/05	MAY, RUBON D	10	123631
02/16/04 80.00 1.0000AC F N 02/16/04 02/16/06	PEARIS, ALYN G	10	122445
11/05/01 80.00 1.0000AC F N 11/05/01 02/05/06	POMELLA, JOSEPH J	10	122467
11/05/01 0.00 0.0000AC R N 11/05/01 11/05/05	QUILES, JORGE L	10	123582
11/03/03 80.00 1.0000AC F N 11/03/03 11/03/05	RAGAN, KAY M	10	122640
03/04/02 80.00 1.0000AC F N 03/04/02 03/04/06	RANKIN, JOHN W	10	122362
09/10/01 80.00 1.0000AC F N 09/10/01 09/10/05	RICH, LEONARD	10	124203
01/31/05 0.00 0.0000AC F N 01/31/05 03/31/05			

Date: 09/12/2005

Time: 1710

BAYHEALTH MEDICAL CENTER, INC
Department Staffing Roster Report For 09/12/2005Page : 1
Report: HERDR10

Fiscal Year: 2006

Department: 8160

Pos	Hours	FTEs	Employee	Entry/Vac	Assigned	Hire	Next								
Nmbr PC	Budget	Assgnd	Budget	Assgnd LSRC	Employee Name	HEC	Number	Date	Hrs-PP	FTEs	ES	WS	PS	Date	Review

Job Class: 0324 OFFICER, WSP, SECURITY

010 BW 0.00 0.0000 03

Job Class Totals:	Empl Count:	0	Hours-PP Budget:	0.00	Hours-An Budget:	0.00	FTEs Budget:	0.0000
	Vacant Pos:	0	Assgnd:	0.00	Assgnd:	0.00	Assgnd:	0.0000

Job Class: 0326 ZSUPV, SECURITY

010 BW 0.00 0.0000 03

Job Class Totals:	Empl Count:	0	Hours-PP Budget:	0.00	Hours-An Budget:	0.00	FTEs Budget:	0.0000
	Vacant Pos:	0	Assgnd:	0.00	Assgnd:	0.00	Assgnd:	0.0000

Job Class: 0327 DRIVER

010 BW	240.00	240.00	3.0000	3.0000	01 BELIZAIRE, DAVID	10	123458	07/21/03	80.00	1.0000	AC	F	N	07/21/03	07/21/06
					KAPPE, BERNARD J	10	121728	09/24/00	80.00	1.0000	AC	F	N	06/19/00	06/19/06
					SIMPSON, RICKY I	10	124457	07/25/05	80.00	1.0000	AC	F	N	07/25/05	09/25/05

Job Class Totals:	Empl Count:	3	Hours-PP Budget:	240.00	Hours-An Budget:	6240.00	FTEs Budget:	3.0000
	Vacant Pos:	0	Assgnd:	240.00	Assgnd:	6240.00	Assgnd:	3.0000

Job Class: 0328 OPERATOR, CONTROL CENTER

010 BW	411.20	320.00	5.3900	4.0000	03 BARTLETT, RONALD D	10	100743	09/24/00	80.00	1.0000	AC	F	N	03/15/95	06/25/06
					BRADY, RICHARD L	10	123666	04/30/05	80.00	1.0000	AC	F	N	02/02/04	02/02/06
					BROWN, BLAINE T	10	101172	06/14/04	0.00	0.0000	AC	R	N	02/06/95	
					DENNIS, TROY G	10	124085	02/20/05	80.00	1.0000	AC	F	N	11/01/04	02/20/06
					RANKIN, JOHN W	10	122362	07/19/04	0.00	0.0000	AC	F	N	09/10/01	09/10/05
					SHEPPERSON, TIMOTHY	10	121590	09/24/00	0.00	0.0000	AC	F	N	04/03/00	
					SNELL, DAVID J	10	108318	02/20/05	0.00	0.0000	AC	R	N	01/13/92	02/20/06
					TINNEL, DONALD	10	108779	01/26/03	80.00	1.0000	AC	F	N	01/05/87	01/26/06

VACANCY

Job Class Totals:	Empl Count:	8	Hours-PP Budget:	431.20	Hours-An Budget:	11211.20	FTEs Budget:	5.3900
	Vacant Pos:	1	Assgnd:	320.00	Assgnd:	8320.00	Assgnd:	4.0000

Job Class: 0329 OFFICER, SECURITY

010 BW	1271.20	1120.00	15.8900	14.0000	03 BRADY, RICHARD L	10	123666	02/02/04	0.00	0.0000	AC	F	N	02/02/04	02/02/06
					BROWN, BLAINE T	10	101172	09/24/00	0.00	0.0000	AC	R	N	02/06/95	04/26/06
					CAIN, WILLIAM L	10	124595	09/12/05	80.00	1.0000	AC	F	N	09/12/05	11/12/05
					CARTER, JOSEPH L	10	101451	11/14/04	80.00	1.0000	AC	F	N	07/25/94	11/14/05
					CREECH, DANIEL F	10	122769	05/20/02	80.00	1.0000	AC	F	N	05/20/02	05/20/06
					DOUGHTY, DEBRA L	10	124469	07/11/05	80.00	1.0000	AC	F	N	07/11/05	09/11/05
					GREGORY, JOHN O	10	123451	07/21/03	80.00	1.0000	AC	F	N	07/21/03	07/21/06
					HARRIS, DOYNE L	10	123315	05/05/03	0.00	0.0000	AC	R	N	05/05/03	05/05/06
					JOHNSTON, RONALD T	10	123753	04/05/04	0.00	0.0000	AC	R	N	04/05/04	04/05/06
					MAY, RICHARD A	10	122749	06/04/01	80.00	1.0000	AC	F	N	06/04/01	06/04/06
					MAY, RUBON D	10	123631	02/16/04	80.00	1.0000	AC	F	N	02/16/04	02/16/06
					PEARIS, ALYN G	10	122445	11/05/01	80.00	1.0000	AC	F	N	11/05/01	02/05/06
					QUILES, JORGE L	10	123582	11/03/03	80.00	1.0000	AC	F	N	11/03/03	11/03/05

Date: 09/12/2005

Time: 1710

BAYHEALTH MEDICAL CENTER, INC
Department Staffing Roster Report For 09/12/2005

Page : 2

Report: HERDRR10

Fiscal Year: 2006

Department: 8160

Pos	Hours		FTEs		Employee		Entry/Vac	Assigned				Hire	Next			
Nmbr PC	Budget	Assgnd	Budget	Assgnd	LSRC	Employee Name	HEC	Number	Date	Hrs-PP	FTEs	ES	WS	PS	Date	Review

Job Class: 0329 OFFICER, SECURITY																
010 BW	1271.20	1120.00	15.8900	14.0000		03 RAGAN,KAY M	10	122640	03/04/02	80.00	1.0000	AC	F	N	03/04/02	03/04/06
						RANKIN,JOHN W	10	122362	09/10/01	80.00	1.0000	AC	F	N	09/10/01	09/10/06
						SHEPPERSON,TIMOTHY	10	121590	05/30/05	80.00	1.0000	AC	F	N	04/03/00	11/03/06
						UHEY,PETER D	10	123652	02/02/04	80.00	1.0000	AC	F	N	02/02/04	02/02/06
						VACANCY										
						WINTERS,PAUL E	10	122850	10/25/04	80.00	1.0000	AC	F	N	07/08/02	10/25/05
Job Class Totals:																
Empl Count:		18	Hours-PP Budget:		1271.20	Hours-An Budget:		33051.20	FTEs Budget:		15.8900					
Vacant Pos:		1	Assgnd:		1120.00	Assgnd:		29120.00	Assgnd:		14.0000					
Job Class: 0331 DIR, SAFETY/SEC/AUTO																
010 BW	80.00	80.00	1.0000	1.0000		00 LANDS,MARVIN	10	105539	09/24/00	80.00	1.0000	AC	F	E	08/31/92	09/01/06
Job Class Totals:																
Empl Count:		1	Hours-PP Budget:		80.00	Hours-An Budget:		2080.00	FTEs Budget:		1.0000					
Vacant Pos:		0	Assgnd:		80.00	Assgnd:		2080.00	Assgnd:		1.0000					
Job Class: 0332 OFFICER, LEAD SECURITY																
010 BW	80.00	80.00	1.0000	1.0000		03 BOYCE,SANDRA L	10	101009	09/24/00	80.00	1.0000	AC	F	N	01/16/89	02/01/06
Job Class Totals:																
Empl Count:		1	Hours-PP Budget:		80.00	Hours-An Budget:		2080.00	FTEs Budget:		1.0000					
Vacant Pos:		0	Assgnd:		80.00	Assgnd:		2080.00	Assgnd:		1.0000					
Job Class: 0339 CONSTABLE																
010 BW	591.20	480.00	7.3900	6.0000		03 BIBBY,JOEN R	10	123686	06/27/04	80.00	1.0000	AC	F	N	02/02/04	06/27/06
						BOTTEON,JEFFREY M	10	124339	05/02/05	0.00	0.0000	AC	R	N	05/02/05	05/02/06
						COUGHLIN,GREGORY L	10	124338	05/02/05	80.00	1.0000	AC	F	N	05/02/05	05/02/06
						GARRISON,RADFORD J	10	123087	06/27/04	80.00	1.0000	AC	F	N	11/18/02	06/27/06
						MACFARLAND,KEVIN M	10	122077	06/27/04	80.00	1.0000	AC	F	N	01/22/01	06/27/06
						MENDEZ,JOSE R	10	123329	06/27/04	80.00	1.0000	AC	F	N	05/19/03	06/27/06
						THOMPSON,DENNIS B	10	123482	06/27/04	80.00	1.0000	AC	F	N	08/18/03	06/27/06
						VACANCY										
						VOLK,MARTIN J	10	123581	06/27/04	0.00	0.0000	AC	R	N	11/03/03	06/27/06
Job Class Totals:																
Empl Count:		8	Hours-PP Budget:		591.20	Hours-An Budget:		15371.20	FTEs Budget:		7.3900					
Vacant Pos:		1	Assgnd:		480.00	Assgnd:		12480.00	Assgnd:		6.0000					
Job Class: 0882 SUPV, SECURITY/AUTO SVCS																
10 BW	80.00	80.00	1.0000	1.0000		03 KAUFFMAN,TERRY	10	120354	07/27/03	80.00	1.0000	AC	F	N	03/24/98	07/27/06
Job Class Totals:																
Empl Count:		1	Hours-PP Budget:		80.00	Hours-An Budget:		2080.00	FTEs Budget:		1.0000					
Vacant Pos:		0	Assgnd:		80.00	Assgnd:		2080.00	Assgnd:		1.0000					
Job Class: 0883 MGR, SECUR,AUTO SVCS&SAFE																
10 BW	80.00	80.00	1.0000	1.0000		00 FREEMAN,DAVID W	10	123134	01/06/03	80.00	1.0000	AC	F	E	01/06/03	01/06/06
Job Class Totals:																
Empl Count:		1	Hours-PP Budget:		80.00	Hours-An Budget:		2080.00	FTEs Budget:		1.0000					
Vacant Pos:		0	Assgnd:		80.00	Assgnd:		2080.00	Assgnd:		1.0000					
Job Class: 0998 OVERTIME/ON CALL WORKED																

Date: 09/12/2005
 Time: 1710
 Fiscal Year: 2006
 Department: 8160

BAYHEALTH MEDICAL CENTER, INC
 Department Staffing Roster Report For 09/12/2005

Page : 3
 Report: HERDRR10

Pos	Hours		FTEs				Employee	Entry/Vac	Assigned				Hire	Next			
Nmbr	PC	Budget	Assgnd	Budget	Assgnd	LSRC	Employee Name	HEC	Number	Date	Hrs-PP	FTEs	ES	WS	PS	Date	Review

Job Class: 0998 OVERTIME/ON CALL WORKED																	
010	BW	87.20		1.0900	*VACANCY*												

08/23/00																	
Job Class Totals:		Empl Count:		0	Hours-PP Budget:		87.20	Hours-An Budget:		2267.20	FTEs Budget:				1.0900		
		Vacant Pos:		1	Assgnd:		0.00	Assgnd:		0.00	Assgnd:				0.0000		
Department Totals:		Empl Count:		41	Hours-PP Budget:		2940.80	Hours-An Budget:		76460.80	FTEs Budget:				36.7600		
		Vacant Pos:		4	Assgnd:		2480.00	Assgnd:		64480.00	Assgnd:				31.0000		
Entity Totals:		Empl Count:		41	Hours-PP Budget:		2940.80	Hours-An Budget:		76460.80	FTEs Budget:				36.7600		
		Vacant Pos:		4	Assgnd:		2480.00	Assgnd:		64480.00	Assgnd:				31.0000		

End of Report

STATE OF DELAWARE

:

:

ss.

:

COUNTY OF KENT

AFFIDAVIT

I, JEFFREY M. LEWIN, being duly sworn, depose and make the following statement:

1. I am employed by Bayhealth Medical Center ("Bayhealth"), 640 South State Street, Dover, Delaware. My title at Bayhealth is Director of Human Resources. I have held that title since November, 2005.
2. From August 2001 through October 2005 I was employed by Bayhealth Medical Center as the Manager, Employment and Employee Relations.
3. In late March 2005, Marvin Lands and I met with Mr. Morris in my office to discuss a letter received from the Delaware Criminal Justice Information System ("DELJIS") denying Mr. Morris' application for DELJIS access.
4. During the discussion, Mr. Morris volunteered that he had been arrested in Wicomico County, Maryland on charges of stealing a rental car, but stated that he had not been convicted of the charges.
5. Mr. Morris explained to us that the charges against him had been dismissed because he did not steal the rental car.
6. I asked Mr. Morris to sign a release so that Bayhealth could conduct a criminal background record check.
7. Mr. Morris signed the release and the criminal background record check was conducted.

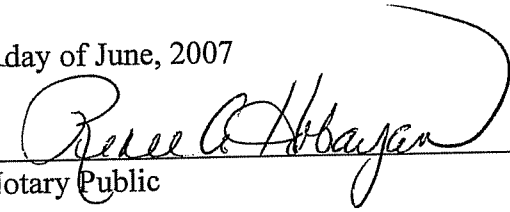
8. I received the criminal background record check on April 4, 2005.

9. On or about April 4, 2005, I contacted Mr. Lands and informed him that the criminal background record check indicated that Mr. Morris' criminal record was clear.

I have read the above statement and swear it is true and correct to best of my personal knowledge, information and belief.


JEFFREY M. LEWIN

Sworn to and subscribed before me this 28th day of June, 2007


Notary Public

RENEE A. HOBAYAN
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires June 4, 2010

STATE OF DELAWARE

:

: ss.

COUNTY OF KENT

:

AFFIDAVIT

I, ASHLEY FULCHER, being duly sworn, depose and make the following statement:

1. I am employed by Bayhealth Medical Center ("Bayhealth"), 640 South State Street, Dover, Delaware. My title at Bayhealth is Health Information Assistant, I.
2. I held the Position of Food Service Worker in the Kent General Hospital Cafeteria from December 2, 1996 through May 6, 2005..
3. On or about March 29, 2005, I was assigned as the cafeteria cashier for the 10:45 a.m. to 7:15 p.m. shift.
4. That evening, I observed Plaintiff take a bottle of grape juice from the cafeteria service area without paying for it.
5. I discussed the incident with a co-worker, Dotty Steinruck, who advised me to report it.
6. I decided not to report the March 29 incident because I felt uncomfortable filing a complaint on a security officer.
7. On April 12, 2005, I was again assigned as the cafeteria cashier for the 10:45 a.m. to 7:15 p.m. shift.
8. At or about 6:15 p.m. that evening, I observed Plaintiff in the Kent General Hospital Cafeteria.

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9. I observed Mr. Morris select various food items and a bottle of water, proceeded to my checkout station and paid for his meal.

10. Mr. Morris then sat down with two co-workers at one of the cafeteria tables.

11. Soon thereafter, I observed Mr. Morris return to the cafeteria service area.

12. Mr. Morris opened the door of the cooler located adjacent to the serving line and removed a bottle of dark-colored soda.

13. However, he did not enter the checkout line and pay for the soda.

14. Instead, he held the soda bottle by the bottle cap with his arm fully extended, so that the bottle was positioned below his waist and adjacent to his leg, and briefly walked around service area as though he were looking for something.

15. He then casually walked out of the service area without paying for the soda and returned to his table.

16. At or about 7:30 a.m. on April 13, 2005, I approached Marvin Lands, Director, Safety, Security and Auto Services, and reported Mr. Morris' actions on the previous evening.

17. That same day, Mr. Lands and Mr. Freeman conducted an interview with me.

18. At Mr. Lands' request, I submitted a written statement describing my observations of Mr. Morris on March 29, 2005 and April 12, 2005. (A true and correct copy of my written statement is attached hereto as Exhibit 1).


19. Prior to my report to Mr. Lands on April 13, 2005, I had a professional and cordial working relationship with Mr. Morris.

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20. I have never had any interpersonal conflict or dispute with Mr. Morris.

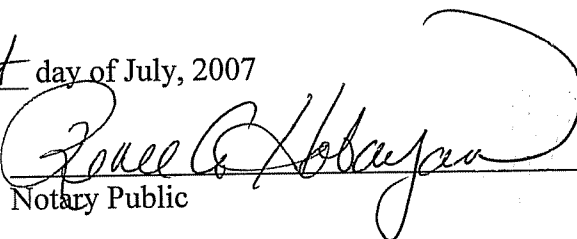
21. In making my decision to report Mr. Morris, I did not consider his race in any way. I would have made the same decision if Mr. Morris had been of my race or any other race.

I have read the above statement and swear it is true and correct to best of my personal knowledge, information and belief.



ASHLEY FULCHER

Sworn to and subscribed before me this 1st day of July, 2007



Notary Public

RENEE A. HOBAYAN
NOTARY PUBLIC
STATE OF DELAWARE
Commission Expires June 4, 2010

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EXHIBIT 1

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On a night that I was 1045-715, I believe the date was 3-29-05. It was a little after 630, we had closed and shut the doors after dinner. I was wiping up my salad bar and I heard the juice cooler door shut. I looked up and saw Nate walk out with a grape juice.

On 4-12-05, I believe around 6:15 pm, I observed Nate get a soda from the machine and walk around. He had already paid for his meal. He held the soda in his hand down by his leg while he was walking around. I had then gotten busy, he walked out with the soda down by his leg. The soda was taken from the Pepsi cooler, I'm not sure what kind. It was a dark soda like pepsi. I'm the cashier that rang him up for his meal.

Ashley Fulcher

STATE OF DELAWARE

:

: ss.

COUNTY OF KENT

:

AFFIDAVIT

I, DAVID W. FREEMAN, being duly sworn, depose and make the following statement:

1. I am employed by Bayhealth Medical Center ("Bayhealth"), 640 South State Street, Dover, Delaware. My title at Bayhealth is Manager, Department of Security, Safety, and Auto Services. I have held that title since January 6, 2003.

2. During the period from April 13, 2005 through April 18, 2005, Marvin Lands and I conducted a comprehensive internal investigation to determine the credibility of an allegation made by Ashley Fulcher, Food Service Worker, that Nathaniel Morris, Control Center Operator, had stolen a soda from the Kent General Hospital Cafeteria.

3. Mr. Lands and I interviewed Mr. Morris on April 13 and 14, 2005.

4. The two interviews with Mr. Morris are summarized in an investigation report that I prepared. (A true and correct copy of the investigation report that I prepared is attached hereto as Exhibit 1).

5. During the second interview with Mr. Morris on April 14, 2005, I informed Plaintiff that his allegation that he had been dispatched from the cafeteria to another area within Kent General Hospital during the evening meal period on April 12, 2005 was unfounded.

6. I explained that there was no evidence of any such dispatch in any of Bayhealth's security records.

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7. Plaintiff then recanted his statement.

8. He claimed that he had been confused about the timing of the dispatch during his initial interview.

9. Plaintiff also commented that he had worked sixteen-hour double shifts on April 11 and 12.

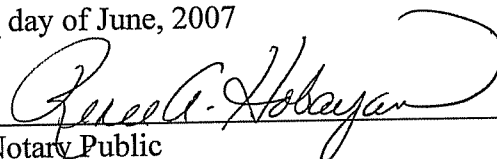
10. He contended that he had been dispatched at some point during this period, but could not recall the date or time of the dispatch.

I have read the above statement and swear it is true and correct to best of my personal knowledge, information and belief.



DAVID W. FREEMAN

Sworn to and subscribed before me this 29th day of June, 2007



Notary Public

RENEE A. HOBAYAN
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires June 4, 2010

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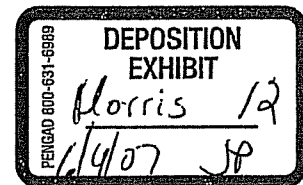
EXHIBIT 1

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18 April 2005

Interviews: Officer Nathaniel Morris

Subject: Alleged Theft



Both interviews were held in Mr. Lands' office at the Security Department around shift change on the 13th and 14th of April 2005. Present during the interviews were Officer Nathaniel Morris (Officer/Subject), Mr. Lands (Security & Safety Director), and myself (David Freeman, Security & Safety Manager).

13 April 2005

Mr. Lands started out by asking questions of Officer Morris about the evening of the 12th of April, when he went to dinner at the cafeteria. Officer Morris asked if there was a problem. Mr. Lands then explained the situation that was reported to him. Officer Morris then stated "I am a child of God and won't steal anything". He then went on to explain that he always has money on himself and he wouldn't do that. Officer Morris went on to explain that he always eats around 6:30 p.m., and that the night in question was no different. Both Mr. Lands and I understood Officer Morris to say that he had purchased chicken and dumplings from the Gift Shop and then went to the cafeteria, where he purchased more food; the only thing he took to drink was a bottle of water. However, prior to him paying for his food he was dispatched by radio and had to leave. He stated that he gave his tray to Carmetta (Dietary employee/server) to keep his food warm. Upon returning to the cafeteria he retrieved his tray and paid for his meal. He stated that he sat with several other employees and that one may have been Martha Hudson from the Environmental Services Department. Officer Morris was asked several times if he ever went back to the serving area. Each time Officer Morris stated that he never went back into the serving area at all after he paid for his meal. Officer Morris, further, stated that he didn't take anything and that he would like to talk to his accuser. Mr. Lands asked if Officer Morris would write a statement in reference to our discussion. Officer Morris said that he would not write a statement, but said he would read one we wrote and see if he concurred with it. The interview was terminated at this point. The security logs from April 12, 2005 were reviewed and did not show that Morris was dispatched anywhere during the dinner meal. The communication radio recordings were reviewed and there were no dispatches for Morris during the time in question.

14 April 2005

Mr. Lands asked to talk to Officer Morris again. During this interview, Officer Morris provided information that was different from what Mr. Lands and Freeman understood the day before. One thing that he states was that he did not purchase chicken and dumplings from the Gift Shop, but it was bean soup instead. A copy of the dietary menu showed chicken and dumplings were served on April 12. He now, stated that he did go back into the serving area twice after paying for his meal, but later changed it to only

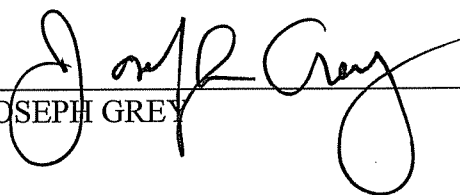
once. He said he went back to the serving area for bowl to heat up his bean soup. Officer Morris restated that when this is over that he would like to face his accuser. Asked again if he would like to make a statement, he said no. The interview was terminated at this point. Officer Morris was scheduled to work the next day, 15 April 2005, but called out sick.

David M. Lerner

CERTIFICATE OF SERVICE

I, Joseph Grey, hereby certify that on this 2nd day of July, 2007, I caused copies of the foregoing Appendix to be served by first class United States mail, postage prepaid, upon counsel for Plaintiff, addressed as follows:

R. Stokes Nolte, Esquire
Nolte & Associates
1010 N. Bancroft Parkway, Suite 21
Wilmington, DE 19805



JOSEPH GREY